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MARK RABIN
JOHN M. MYERS
W. SCOTT HANKEN

May 30, 2008

Mr. Pat Schad, Village Clerk
Village of Chatham
116 E. Mulberry Street
Chatham, Illinois 62629

Re: *Comcast Cable Television Franchise
Agreement*

Dear Pat:

Enclosed for the Village files is an original of Ordinance No. 08-20, An Ordinance Approving a Cable Television Franchise Agreement with Comcast of Illinois/Indiana/Ohio, LLC.

Sincerely,


John M. Myers

JMM:dnc
Enclosure

Ordinance No. 08- 20

AN ORDINANCE APPROVING A FRANCHISE AGREEMENT WITH COMCAST OF ILLINOIS/INDIANA/OHIO, LLC

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That certain Franchise Agreement by and between the Village of Chatham and Comcast of Illinois/Indiana/Ohio, LLC, a copy of which is attached hereto, is hereby approved.

SECTION 2: The President is authorized and directed to execute said Franchise Agreement on behalf of the Village, and the proper officers of the Village are directed to carry out the Franchise Agreement by its terms.

SECTION 3: This Ordinance is effective immediately.

PASSED this 13 day of MAY, 2008.


VILLAGE PRESIDENT

ATTEST:


Village Clerk

AYES: 5 HERRSCHATTENMAN, BOYLE, REYNOLDS, MCGRATH
NAYS: 0
PASSED: 5-13-08
APPROVED: 5-13-08
ABSENT: 1 KAUPNAGH



FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of Chatham, Illinois (hereinafter, the "Village") and Comcast of Illinois/Indiana/Ohio, LLC (hereinafter, "Grantee") 13 day of MAY, 2008 (the "Effective Date").

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This agreement is entered into by and between the parties under the authority and shall be governed by the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act").

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as the same may be amended from time to time.

"Cable Services" means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

"Cable System," "System," "Cable Communications System," or "CATV System," means any facility which is constructed in whole or in part in, on, under, or over any Public Way or public place and which is operated in whole or in part to perform for hire the service of receiving and amplifying Video Programming and redistributing such Programming by wire, cable, or other means to members of the public who subscribe to such service; except that such definition shall not include) any system which serves only the residents of one or more apartment dwellings under common ownership, control, or management, and commercial establishments located on the premises of such dwellings. A CATV System is classified by reason of the purpose and operation of the facilities; the technology by which the signals are received, amplified, and redistributed, except for necessarily using the Public Way, is not relevant to the determination of whether such a system is a CATV System.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Village” means the Village of Chatham, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Insert legal entity name.

“Gross Revenue” means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

“Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or

hereafter held by the Village in the Franchise Area, which shall entitle the Village and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Village within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Village and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

SECTION 2 - Grant of Authority

2.1. The Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be 10 years unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.5. Competitive Equity.

2.5.1. In the event the Village grants an additional Franchise to use and occupy the public right-of-way for the purposes of operating a cable system, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.5.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or

certified mail or via nationally recognized overnight courier service.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

3.3. The Grantee shall not be required to relocate its facilities unless it has been afforded at least 30 days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. The Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and is within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within 125 feet of the Grantee's distribution cable.

4.1.2. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional

charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.2. Programming. The Company agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Arts, Culture and Performing Arts	News & Information	Educational

4.3. New Developments. The Village shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Village agrees to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches.

SECTION 5 - Oversight and Regulation by Village

5.1. Franchise Fees. The Grantee shall pay to the Village a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

5.2. Franchise Fees Subject to Audit.

5.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the Village shall have the right to inspect the Grantee's financial records used to calculate the Village's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Village receives such payment, after which period any such payment shall be considered final.

5.2.2. Upon the completion of an independent audit by the Village, the Village shall provide to the Grantee a final report setting forth the Village's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Village with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the

parties shall agree upon a “Finally Settled Amount.” For purposes of this Section, the term “Finally Settled Amount(s)” shall mean the agreed upon underpayment, if any, to the Village by the Grantee, or overpayment to the Village by the Grantee as the case may be, as a result of any such audit. If the parties cannot agree on a “Final Settlement Amount,” the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

5.2.3. Any “Finally Settled Amount(s)” due to the Village as a result of such audit shall be paid to the Village by the Grantee within thirty (30) days from the date the parties agree upon the “Finally Settled Amount.” Any overpayment by the Grantee to the Village shall be credited against subsequent franchise fee payments by the Grantee to the village until such time as the overpayment is fully credited; or shall be paid by the Village to the Grantee within thirty (30) days from the date the parties agree upon the “Finally Settled Amount” in the event no subsequent franchise fee payments are due to the Village. In the event Grantee does not pay the “Finally Settled Amount” within thirty days (30), Grantee shall be charged and shall pay, in addition to the amount due, interest on the amount due equal to the prevailing prime rate plus two hundred base points of interest compounded daily from the due date for payment of the “Finally Settled Amount.”

5.2.4. Once the parties agree upon a “Finally Settled Amount” and such amount is paid by or credited to the Grantee, the Village shall have no further rights to audit or challenge the payment for that period. The Village shall bear the expense of its audit of the Grantee’s books and records.

5.5. Maintenance of Books, Records, and Files.

5.5.1. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the Village has in its possession and receives a request under a state “sunshine,” public records, or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request.

SECTION 6 – Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

SECTION 7 – Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Village certificates of insurance designating the Village and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Village. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Village from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement

7.2 Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, provided that the Village shall give the Grantee written notice of its obligation to indemnify and defend the Village within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Village determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the Village, its officers, employees and agents.

SECTION 8 - System Description

8.1. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76.

SECTION 9-- Customer service and privacy protection

Grantee and the Village acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 70/501 *et seq.* (attached hereto as Exhibit A). Enforcement of such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 70/501 *et seq.*

SECTION 10 - Enforcement of Franchise

10.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

10.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

10.3. Enforcement. Subject to applicable federal and state law, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

10.3.1. seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

10.3.2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee,

including two or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Village shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Village "de novo" and to modify or reverse such decision as justice may require.

10.4. Technical Violation. The Village agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

10.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

10.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 11 - Miscellaneous Provisions

11.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable

or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

11.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of _____
_____, Illinois 60____
Attn: _____

To the Grantee:

Comcast
_____, Illinois 60____
Attn: Manager of Government Affairs

With a copy to:

Comcast
1500 McConnor Pkwy
Schaumburg, IL 60173
Attn: Vice President, Government Affairs

11.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

11.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

11.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois or Federal law as applicable, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or federal law, as applicable.

11.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing,

duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate resolution or order by the Village, as required by applicable law.

11.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

11.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the effective date written above:

VILLAGE OF CHATHAM, ILLINOIS

BY: _____
Village President

Attest: Pat Schaefer
Clerk



COMCAST OF ILLINOIS/INDIANA/OHIO, LLC

By: _____
Authorized officer

Print Name and Title

Exhibit A

Cable and Video Customer Protection Law, 220 ILCS 5/70-501
text as of January 1, 2008

§ 220 ILCS 5/70-501. Customer service and privacy protection

Sec. 70-501. Customer service and privacy protection. All cable or video providers in this State shall comply with the following customer service requirements and privacy protections. The provisions of this Act shall not apply to an incumbent cable operator prior to January 1, 2008. For purposes of this paragraph, an incumbent cable operator means a person or entity that provided cable services in a particular area under a franchise agreement with a local unit of government pursuant to Section 11-42-11 of the Illinois Municipal Code or Section 5-1095 of the Counties Code on January 1, 2007. A master antenna television, satellite master antenna television, direct broadcast satellite, multipoint distribution service, and other provider of video programming shall only be subject to the provisions of this Article to the extent permitted by federal law. The following definitions apply to the terms used in this Article:

"Basic cable or video service" means any service offering or tier which includes the retransmission of local television broadcast signals.

"Cable or video provider" means any person or entity providing cable service or video service pursuant to authorization under (i) the Cable and Video Competition Law of 2007; (ii) Section 11-42-11 of the Illinois Municipal Code; (iii) Section 5-1095 of the Counties Code; or (iv) a master antenna television, satellite master antenna television, direct broadcast satellite, multipoint distribution services, and other providers of video programming, whatever their technology. A cable or video provider shall not include a landlord providing only broadcast video programming to a single-family home or other residential dwelling consisting of four units or less.

"Franchise" has the same meaning as found in 47 U.S.C. 522(9).

"Local unit of government" means a city, village, incorporated town, or a county.

"Normal business hours" means those hours during which most similar businesses in the geographic area of the local unit of government are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week or some weekend hours.

"Normal operating conditions" means those service conditions that are within the control of cable or video providers. Those conditions that are not within the control of cable or video providers include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of cable or video providers include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable service or video service network.

"Service interruption" means the loss of picture or sound on one or more cable service or video service on one or more cable or video channels.

"Service line drop" means the point of connection between a premises and the cable or video network that enables the premises to receive cable service or video service.

(a) General customer service standards:

(1) Cable or video providers shall establish general standards related to customer service, which shall include, but not be limited to, installation, disconnection, service and repair obligations; appointment hours, and employee ID requirements; customer service telephone numbers and hours; procedures for billing, charges, deposits, refunds, and credits; procedures for termination of service; notice of deletion of programming service, changes related to transmission of programming; changes or increases in rates; the use and availability of parental control or lock-out devices; the use and availability of A/B switch if applicable; complaint procedures and procedures for bill dispute resolution; a description of the rights and remedies available to consumers if the cable or video provider does not materially meet their customer service standards; and special services for customers with visual, hearing or mobility disabilities.

(2) Cable or video providers' rates for each level of service, rules, regulations and policies related to its cable service or video service described in subsection (a)(1) must be made available to the public and displayed clearly and conspicuously on the cable or video provider's site on the Internet. If a promotional price or a price for a specified period of time is offered, the cable or video provider shall display the price at the end of the promotional period or specified period of time clearly and conspicuously with the display of the promotional price or price for a specified period of time. The cable or video provider shall provide this information upon request.

(3) Cable or video providers shall provide notice concerning their general customer service standards to all customers. This notice shall be offered when service is first activated and annually thereafter. The information in the notice shall include all of the information specified in subsection (a)(1), as well as the following: a listing of services offered by the cable or video providers, which shall clearly describe programming for all services and all levels of service; the rates for all services and levels of service; telephone number(s) through which customers may subscribe to, change, or terminate service, request customer service or seek general or billing information; instructions on the use of the cable or video services; and, a description of rights and remedies that the cable or video providers shall make available to their customers if they do not materially meet the general customer service standards described in this Act.

(b) General customer service obligations:

(1) Cable or video providers shall render reasonably efficient service, promptly make repairs, and interrupt service only as necessary and for good cause, during periods of minimum use of the system and for no more than 24 hours.

(2) All service representatives or any other person who contacts customers or potential customers on behalf of the cable or video provider shall have a visible identification card with their name and photograph and shall orally identify themselves upon first contact with the customer. Customer service representatives shall orally

identify themselves to callers immediately following the greeting during each telephone contact with the public.

(3) The cable or video providers shall: (i) maintain a customer service facility within the boundaries of a local unit of government staffed by customer service representatives that have the capacity to accept payment, adjust bills, respond to repair, installation, reconnection, disconnection, or other service calls; distribute or receive converter boxes, remote control units, digital stereo units or other equipment related to the provision of cable or video service; or (ii) provide customers with bill payment facilities through retail, financial, or other commercial institutions located within the boundaries of a local unit of government; or (iii) provide an address, toll-free telephone number or electronic address to accept bill payments and correspondence, and provide secure collection boxes for the receipt of bill payments and the return of equipment, provided that if a cable or video provider provides secure collection boxes, it shall provide a printed receipt when items are deposited; or (iv) provide an address, toll-free telephone number or electronic address to accept bill payments and correspondence, and provide a method for customers to return equipment to the cable or video provider at no cost to the customer.

(4) In each contact with a customer, the service representatives or any other person who contacts customers or potential customers on behalf of the cable or video provider, shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or other contact in which a service is ordered, whether in-person or over the Internet, and shall provide a written statement of the total charges before leaving the location at which the work was performed. In the event that the cost of service is a promotional price or is for a limited period of time, the cost of service at the end of the promotion or limited period of time shall be disclosed.

(5) Cable or video providers shall provide customers a minimum of 30 days' written notice before increasing rates or eliminating transmission of programming and shall submit the notice to the local unit of government in advance of distribution to customers, provided that the cable or video provider is not in violation of this provision if the elimination of transmission of programming was outside the control of the provider, in which case the provider shall use reasonable efforts to provide as much notice as possible and any rate decrease related to the elimination of transmission of programming shall be applied to the date of the change.

(6) Cable or video providers shall provide clear visual and audio reception that meets or exceeds applicable Federal Communications Commission technical standards. If a customer experiences poor video or audio reception due to the equipment of the cable or video provider, the cable or video provider shall promptly repair the problem at its own expense.

(c) Bills, payment and termination:

(1) Cable or video providers shall render monthly bills that are clear, accurate and understandable.

(2) Every residential customer who pays bills directly to the cable or video provider shall have at least 28 days from the date of the bill to pay the listed charges.

(3) Customer payments shall be posted promptly. When the payment is sent by United States Mail, payment is considered paid on the date it is postmarked.

(4) Cable or video providers may not terminate residential service for nonpayment of a bill unless the cable or video provider furnishes notice of the delinquency and impending termination at least 21 days prior to the proposed termination. Notice of proposed termination shall be mailed, postage prepaid, to the customer to whom service is billed. Notice of proposed termination shall not be mailed until the 29th day after the date of the bill for services. Notice of delinquency and impending termination may be part of a billing statement only if the notice is presented in a different color than the bill and is designed to be conspicuous. The cable or video providers may not assess a late fee prior to the 29th day after the date of the bill for service.

(5) Every notice of impending termination shall include all of the following: name and address of customer; amount of delinquency; date on which payment is required to avoid termination; and the telephone number of the cable or video provider's service representative to make payment arrangements and to provide additional information about the charges for failure to return equipment and for reconnection, if any. No customer may be charged a fee for termination or disconnection of service, irrespective of whether the customer initiated termination or disconnection or the cable or video provider initiated termination or disconnection.

(6) Service may only be terminated on days when the customer is able to reach a service representative of the cable or video providers, either in person or by telephone.

(7) Any service terminated by a cable or video provider without good cause shall be restored without any reconnection fee, charge or penalty; good cause for termination includes, but is not limited to, failure to pay a bill by the date specified in the notice of impending termination, payment by check for which there are insufficient funds, theft of service, abuse of equipment or personnel or other similar subscriber actions.

(8) Cable or video providers shall cease charging a customer for any or all services within 1 business day after it receives a request to immediately terminate service or on the day requested by the customer if such a date is at least 5 days from the date requested by the customer. Nothing in this subsection shall prohibit the provider from billing for charges that the customer incurs prior to the date of termination. Cable or video providers shall issue a credit, a refund, or return a deposit within 10 business days after the close of the customer's billing cycle following the request for termination or the return of equipment, if any, whichever is later.

(9) The customers or subscribers of a cable or video provider shall be allowed to disconnect their service at any time within the first 60 days after subscribing to or upgrading the service. Within this 60-day period, cable or video providers shall not charge or impose any fees or penalties on the customer for disconnecting service, including, but not limited to, any installation charge, the imposition of an early termination charge, except the cable or video provider may impose a charge or fee to offset any rebates or credits received by the customer, and may impose monthly service

or maintenance charges, including pay-per-view and premium services charges, during such 60-day period.

(10) Cable and video providers shall guarantee customer satisfaction for new or upgraded service and the customer shall receive a pro-rata credit in an amount equal to the pro-rata charge for the remaining days of service being disconnected or replaced upon the customer's request if the customer is dissatisfied with the service and requests to discontinue the service within the first 60 days after subscribing to the upgraded service.

(d) Response to customer inquiries:

(1) Cable or video providers will maintain a toll-free telephone access line that will be available to customers 24 hours a day, seven days a week, to accept calls regarding installation, termination, service, and complaints. Trained, knowledgeable, qualified service representatives of the cable or video providers will be available to respond to customer telephone inquiries during normal business hours. Customer service representatives shall be able to provide credit, waive fees, schedule appointments and change billing cycles. Any difficulties that cannot be resolved by the customer service representatives shall be referred to a supervisor who shall make best efforts to resolve the issue immediately. If the supervisor does not resolve the issue to the customer's satisfaction, the customer shall be informed of the cable or video provider's complaint procedures and procedures for billing dispute resolution and given a description of the rights and remedies available to customers to enforce the terms of this Article, including the customer's rights to have the complaint reviewed by the local unit of government, to request mediation, and to review in a court of competent jurisdiction.

(2) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received by telephone or e-mail after normal business hours shall be responded to by a trained service representative on the next business day. The cable or video provider shall respond to a written billing inquiry within 10 days of receipt of the inquiry.

(3) Cable or video providers shall provide customers seeking non-standard installations with a total installation cost estimate and an estimated date of completion. The actual charge to the customer shall not exceed 10% of the estimated cost without the written consent of the customer.

(4) If the cable or video provider receives notice that an unsafe condition exists with respect to its equipment, it shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate the unsafe condition. The cable or video provider shall inform the local unit of government promptly, but no later than 2 hours after it receives notification of an unsafe condition that it has not remedied.

(5) Under normal operating conditions, telephone answer time by the cable or video provider's customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90% of the time under normal operating conditions, measured on a quarterly basis.

(6) Under normal operating conditions, the cable or video provider's customers will receive a busy signal less than 3% of the time.

(e) Installations, Outages and Service Calls. Under normal operating conditions, each of the following standards related to installations, outages and service calls will be met no less than 95% of the time measured on a quarterly basis:

(1) Standard installations will be performed within 7 business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system;

(2) Excluding conditions beyond the control of the cable or video providers, the cable or video providers will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption is reported by the customer or otherwise becomes known to the cable or video providers. Cable or video providers must begin actions to correct other service problems the next business day after notification of the service problem and correct the problem within 48 hours after the interruption is reported by the customer 95% of the time, measured on a quarterly basis;

(3) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at a maximum, a four hour time block during evening, weekend and normal business hours. The cable or video provider may schedule service calls and other installation activities outside of these hours for the express convenience of the customer; and

(4) Cable or video providers may not cancel an appointment with a customer after 5:00 p.m. on the business day prior to the scheduled appointment. If the cable or video provider's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer, even if the rescheduled appointment is not within normal business hours.

(f) Public benefit obligation:

(1) All cable or video providers offering service pursuant to the Cable and Video Competition Law of 2007, the Illinois Municipal Code, or the Counties Code, shall provide a free service line drop and free basic service to all current and future public buildings within their footprint, including, but not limited to, all local unit of government buildings, public libraries, and public primary and secondary schools, whether owned or leased by that local unit of government ("eligible buildings"). Such service shall be used in a manner consistent with the government purpose for the eligible building and shall not be resold.

(2) This obligation only applies to those cable or video service providers whose cable service or video service systems pass eligible buildings and its cable or video service is generally available to residential subscribers in the same local unit of government in which the eligible building is located. The burden of providing such service at each eligible building shall be shared by all cable and video providers whose systems pass the eligible buildings in an equitable and competitively neutral manner, and nothing herein shall require duplicative installations by more than one cable or video provider at each eligible building. Cable or video providers operating in a local unit of government shall meet as necessary and determine who will provide service to eligible buildings under this subsection. If the cable or video providers are unable to reach agreement, they shall meet

with the local unit of government which shall determine which cable or video providers will serve each eligible building. The local unit of government shall bear the costs of any inside wiring or video equipment costs not ordinarily provided as part of the cable or video provider's basic offering.

(g) After the cable or video providers have offered service for one (1) year, the cable or video providers shall make an annual report to the Commission, the local unit of government and to the Attorney General that it is meeting the standards specified in this Article, identifying the number of complaints it received over the prior year in the State, and specifying the number of complaints related to each of the following: (1) billing, charges, refunds, credits; (2) installation or termination of service; (3) quality of service and repair; (4) programming; and (5) miscellaneous complaints that do not fall within these categories. Thereafter, the cable or video providers shall also provide, upon request by the local unit of government where service is offered and to the Attorney General, an annual public report that includes performance data described in subsections (d)(5), (d)(6), (e)(1) and (e)(2) of this Section for cable services or video services. The performance data shall be disaggregated for each requesting local unit of government or local exchange, as that term is defined in Section 13-206 of the Public Utilities Act, in which the cable or video providers have customers.

(h) To the extent consistent with federal law, cable or video providers shall offer the lowest-cost basic cable or video service as a stand-alone service to residential customers at reasonable rates. Cable or video providers shall not require the subscription to any service other than the lowest-cost basic service or to any telecommunications or information service, as a condition of access to cable or video service, including programming offered on a per channel or per program basis. Cable or video providers shall not discriminate between subscribers to the lowest-cost basic service, subscribers to other cable services or video services, and other subscribers with regard to the rates charged for cable or video programming offered on a per channel or per program basis.

(i) To the extent consistent with federal law, cable or video providers shall ensure that charges for changes in the subscriber's selection of services or equipment shall be based on the cost of such change and shall not exceed nominal amounts when the system's configuration permits changes in service tier selection to be effected solely by coded entry on a computer terminal or by other similarly simple method.

(j) To the extent consistent with federal law, cable or video providers shall have a rate structure for the provision of cable or video service that is uniform throughout the area within the boundaries of the local unit of government. This subsection is not intended to prohibit bulk discounts to multiple dwelling units or to prohibit reasonable discounts to senior citizens or other economically disadvantaged groups.

(k) To the extent consistent with federal law, cable or video providers shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. For purposes of this subsection, a subscriber's failure to refuse a cable or video provider's proposal to provide service or equipment shall not be deemed to be an affirmative request for such service or equipment.

(l) No contract or service offering cable services or video services or any bundle including such services shall be for a term longer than one year. Any contract or service

offering with a term of service that contains an early termination fee shall limit the early termination fee to not more than the amount of the discount reflected in the price for cable services or video services for the period during which the consumer benefited from the discount.

(m) Cable or video providers shall not discriminate in the provision of services for the hearing and visually impaired, and shall comply with the accessibility requirements of 47 U.S.C. 613. Cable or video providers shall deliver and pick-up, or provide customers with pre-paid shipping and packaging for the return of, converters and other necessary equipment at the home of customers with disabilities. Cable or video providers shall provide free use of a converter or remote control unit to mobility impaired customers.

(n) To the extent consistent with federal law, cable or video providers shall comply with the provisions of 47 U.S.C. 532(h) and (j). The cable or video providers shall not exercise any editorial control over any video programming provided pursuant to this Section, or in any other way consider the content of such programming, except that a cable or video provider may refuse to transmit any leased access program or portion of a leased access program which contains obscenity, indecency, or nudity and may consider such content to the minimum extent necessary to establish a reasonable price for the commercial use of designated channel capacity by an unaffiliated person. This subsection shall permit cable or video providers to enforce prospectively a written and published policy of prohibiting programming that the cable or video provider reasonably believes describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards.

(2) Upon customer request, the cable or video provider shall, without charge, fully scramble or otherwise fully block the audio and video programming of each channel carrying such programming so that a person who is not a subscriber does not receive the channel or programming.

(3) In providing sexually explicit adult programming or other programming that is indecent on any channel of its service primarily dedicated to sexually oriented programming, the cable or video provider shall fully scramble or otherwise fully block the video and audio portion of such channel so that one not a subscriber to such channel or programming does not receive it.

(4) Scramble means to rearrange the content of the signal of the programming so that the programming cannot be viewed or heard in an understandable manner.

(o) Cable or video providers will maintain a listing, specific to the level of street address, of the areas where its cable or video services are available. Customers who inquire about purchasing cable or video service shall be informed about whether the cable or video provider's cable or video services are currently available to them at their specific location.

(p) Privacy protections. Cable or video providers shall not disclose the name, address, telephone number or other personally identifying information of a cable service or video service customer to be used in mailing lists or to be used for other commercial purposes not reasonably related to the conduct of its business unless the cable or video provider has provided to the customer a notice, separately or included in any other customer

service notice, that clearly and conspicuously describes the customer's ability to prohibit the disclosure. Cable or video providers shall provide an address and telephone number for a customer to use without toll charge to prevent disclosure of the customer's name and address in mailing lists or for other commercial purposes not reasonably related to the conduct of its business to other businesses or affiliates of the cable or video provider. Cable or video providers shall comply with the consumer privacy requirements of the Communications Consumer Privacy Act, the Restricted Call Registry Act, and 47 U.S.C. 551 that are in effect as of the effective date of this amendatory Act of the 95th General Assembly, and as amended thereafter.

(q) Cable or video providers shall implement an informal process for handling inquiries from local units of government and customers concerning billing issues, service issues, privacy concerns and other consumer complaints. In the event an issue is not resolved through this informal process, a local unit of government or the customer may request nonbinding mediation with the cable or video provider, with each party to bear its own costs of such mediation. Selection of the mediator will be by mutual agreement, and preference will be given to mediation services that do not charge the consumer for their services. In the event the informal process does not produce a satisfactory result to the customer or the local unit of government, enforcement may be pursued as provided in subsection (r)(4).

(r) The Attorney General and the local unit of government may enforce all of the customer service and privacy protection standards of this Section with respect to complaints received from residents within the local unit of government's jurisdiction, but it may not adopt or seek to enforce any additional or different customer service or performance standards under any other authority or provision of law.

(1) The local unit of government may, by ordinance, provide a schedule of penalties for any material breach of this Section by cable or video providers in addition to the penalties provided herein. No monetary penalties shall be assessed for a material breach if it is out of the reasonable control of the cable or video providers or its affiliate. Monetary penalties adopted in an ordinance pursuant to this Section shall apply on a competitively neutral basis to all providers of cable service or video service within the local unit of government's jurisdiction and in no event shall the penalties imposed under this subsection exceed \$ 750 for each day of the material breach, and shall not exceed \$ 25,000 for each occurrence of a material breach per customer.

(2) For purposes of this Section, "material breach" means any substantial failure of a cable or video service provider to comply with service quality and other standards specified in any provision of this Act. The Attorney General or the local unit of government shall give the cable or video provider written notice of any alleged material breaches of this Act and allow such provider at least 30 days from receipt of the notice to remedy the specified material breach.

(3) A material breach, for the purposes of assessing penalties, shall be deemed to have occurred for each day that a material breach has not been remedied by the cable service or video service provider after the expiration of the period specified in subsection (r)(2) in each local unit of government's jurisdiction, irrespective of the number of customers affected.

(4) Any customer, the Attorney General, or local unit of government may pursue alleged violations of this Act by the cable or video provider in a court of competent jurisdiction. A cable or video provider may seek judicial review of a decision of a local unit of government imposing penalties in a court of competent jurisdiction. No local unit of government shall be subject to suit for damages or other relief based upon its action in connection with its enforcement or review of any of the terms, conditions, and rights contained in this Act except a court may require the return of any penalty it finds was not properly assessed or imposed.

(s) Cable or video providers shall credit customers for violations in the amounts stated herein. The credits shall be applied on the statement issued to the customer for the next monthly billing cycle following the violation or following the discovery of the violation. Cable or video providers are responsible for providing the credits described herein and the customer is under no obligation to request the credit. If the customer is no longer taking service from the cable or video provider, the credit amount will be refunded to the customer by check within 30 days of the termination of service. A local unit of government may, by ordinance, adopt a schedule of credits payable directly to customers for breach of the customer service standards and obligations contained in this Article, provided the schedule of customer credits applies on a competitively neutral basis to all providers of cable service or video service in the local unit of government's jurisdiction and the credits are not greater than the credits provided in this Section.

(1) Failure to provide notice of customer service standards upon initiation of service: \$ 25.00.

(2) Failure to install service within 7 days: Waiver of 50% of the installation fee or the monthly fee for the lowest-cost basic service, whichever is greater. Failure to install service within 14 days: Waiver of 100% of the installation fee or the monthly fee for the lowest-cost basic service, whichever is greater.

(3) Failure to remedy service interruptions or poor video or audio service quality within 48 hours: Pro-rata credit of total regular monthly charges equal to the number of days of the service interruption.

(4) Failure to keep an appointment or to notify the customer prior to the close of business on the business day prior to the scheduled appointment: \$ 25.00.

(5) Violation of privacy protections: \$ 150.00.

(6) Failure to comply with scrambling requirements: \$ 50.00 per month.

(7) Violation of customer service and billing standards in subsections (c) and (d): \$ 25.00 per occurrence.

(8) Violation of the bundling rules in Section (h): \$ 25.00 per month.

(t) The enforcement powers granted to the Attorney General in Article XXI of the Public Utilities Act shall apply to this Act, except that the Attorney General may not seek penalties for violation of this Act other than in the amounts specified herein. Nothing in this Section shall limit or affect the powers of the Attorney General to enforce the provisions of Article 21 of the Public Utilities Act or the Consumer Fraud and Deceptive Business Practices Act.

(u) This Act applies to all cable and video providers in the State, including but not limited to those operating under a local franchise as that term is used in 47 U.S.C. 522(9), those operating under authorization pursuant to Section 11-42-11 of the Municipal Code, those operating under authorization pursuant to Section 5-1095 of the Counties Code, and those operating under a State-issued authorization pursuant to Article XXI of the Public Utilities Act.

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

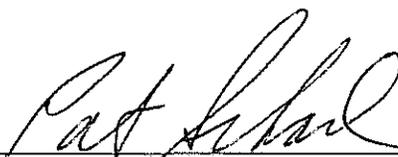
I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 08- 20 adopted by the President and Board of Trustees of said Village on the 13 day of MAY, 2008, said Ordinance being entitled:

AN ORDINANCE APPROVING A FRANCHISE AGREEMENT WITH COMCAST OF ILLINOIS/INDIANA/OHIO, LLC

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 13 day of MAY, 2008.



Village Clerk



Ordinance No. 08- 20

AN ORDINANCE APPROVING A CABLE TELEVISION FRANCHISE AGREEMENT WITH COMCAST OF ILLINOIS/INDIANA/OHIO, LLC

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: That a certain cable television franchise agreement by and between the Village of Chatham and Comcast of Illinois/Indiana/Ohio, LLC., which is attached hereto, is hereby approved.

SECTION 2: The President of the Village is authorized and directed to approve said agreement on behalf of the Village, and the proper officers of the Village are authorized and directed to carry out the agreement by its terms.

SECTION 3: This Ordinance is effective immediately.

PASSED this 13 day of MAY, 2008.

Thomas S Gray
VILLAGE PRESIDENT



ATTEST:

[Signature]
Village Clerk

AYES: SHERR SCHATTEMAN BOYLE REYNOLDS M^o GRATH
NAYS: 0

PASSED: 5-13-08
APPROVED: 5-13-08

ABSENT: 1 KAUNAGH

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of Chatham, Illinois (hereinafter, the "Village") and Comcast of Illinois/Indiana/Ohio, LLC (hereinafter, "Grantee") 13 day of MAY, 2008 (the "Effective Date").

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This agreement is entered into by and between the parties under the authority and shall be governed by the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act").

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as the same may be amended from time to time.

"Cable Services" means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

"Cable System," "System," "Cable Communications System," or "CATV System," means any facility which is constructed in whole or in part in, on, under, or over any Public Way or public place and which is operated in whole or in part to perform for hire the service of receiving and amplifying Video Programming and redistributing such Programming by wire, cable, or other means to members of the public who subscribe to such service; except that such definition shall not include) any system which serves only the residents of one or more apartment dwellings under common ownership, control, or management, and commercial establishments located on the premises of such dwellings. A CATV System is classified by reason of the purpose and operation of the facilities; the technology by which the signals are received, amplified, and redistributed, except for necessarily using the Public Way, is not relevant to the determination of whether such a system is a CATV System.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Village” means the Village of Chatham, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Insert legal entity name.

“Gross Revenue” means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

“Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or

hereafter held by the Village in the Franchise Area, which shall entitle the Village and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Village within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Village and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

SECTION 2 - Grant of Authority

2.1. The Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be 10 years unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.5. Competitive Equity.

2.5.1. In the event the Village grants an additional Franchise to use and occupy the public right-of-way for the purposes of operating a cable system, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.5.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or

certified mail or via nationally recognized overnight courier service.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

3.3. The Grantee shall not be required to relocate its facilities unless it has been afforded at least 30 days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. The Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and is within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within 125 feet of the Grantee's distribution cable.

4.1.2. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional

charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.2. Programming. The Company agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Arts, Culture and Performing Arts	News & Information	Educational

4.3. New Developments. The Village shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Village agrees to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches.

SECTION 5 - Oversight and Regulation by Village

5.1. Franchise Fees. The Grantee shall pay to the Village a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

5.2. Franchise Fees Subject to Audit.

5.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the Village shall have the right to inspect the Grantee's financial records used to calculate the Village's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Village receives such payment, after which period any such payment shall be considered final.

5.2.2. Upon the completion of an independent audit by the Village, the Village shall provide to the Grantee a final report setting forth the Village's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Village with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the

parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Village by the Grantee, or overpayment to the Village by the Grantee as the case may be, as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

5.2.3. Any "Finally Settled Amount(s)" due to the Village as a result of such audit shall be paid to the Village by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Any overpayment by the Grantee to the Village shall be credited against subsequent franchise fee payments by the Grantee to the village until such time as the overpayment is fully credited; or shall be paid by the Village to the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount" in the event no subsequent franchise fee payments are due to the Village. In the event Grantee does not pay the "Finally Settled Amount" within thirty days (30), Grantee shall be charged and shall pay, in addition to the amount due, interest on the amount due equal to the prevailing prime rate plus two hundred base points of interest compounded daily from the due date for payment of the "Finally Settled Amount."

5.2.4. Once the parties agree upon a "Finally Settled Amount" and such amount is paid by or credited to the Grantee, the Village shall have no further rights to audit or challenge the payment for that period. The Village shall bear the expense of its audit of the Grantee's books and records.

5.5. Maintenance of Books, Records, and Files.

5.5.1. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the Village has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request.

SECTION 6 – Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

SECTION 7 – Insurance and Indemnity

7.1. **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Village certificates of insurance designating the Village and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Village. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Village from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement

7.2 **Indemnification.** The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, provided that the Village shall give the Grantee written notice of its obligation to indemnify and defend the Village within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Village determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the Village, its officers, employees and agents.

SECTION 8 - System Description

8.1. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76.

SECTION 9-- Customer service and privacy protection

Grantee and the Village acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 70/501 *et seq.* (attached hereto as Exhibit A). Enforcement of such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 70/501 *et seq.*

SECTION 10 - Enforcement of Franchise

10.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

10.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

10.3. Enforcement. Subject to applicable federal and state law, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

10.3.1. seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

10.3.2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee,

including two or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Village shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Village "de novo" and to modify or reverse such decision as justice may require.

10.4. Technical Violation. The Village agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

10.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

10.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 11 - Miscellaneous Provisions

11.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable

or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

11.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of _____
_____, Illinois 60____
Attn: _____

To the Grantee:

Comcast
_____, Illinois 60____
Attn: Manager of Government Affairs

With a copy to:

Comcast
1500 McConnor Pkwy
Schaumburg, IL 60173
Attn: Vice President, Government Affairs

11.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

11.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

11.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois or Federal law as applicable, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or federal law, as applicable.

11.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing,

duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate resolution or order by the Village, as required by applicable law.

11.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

11.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the effective date written above:

VILLAGE OF CHATHAM, ILLINOIS

BY: Thomas S Gray
Village President

Attest: Pat Howard
Clerk



COMCAST OF ILLINOIS/INDIANA/OHIO, LLC

By: [Signature]
Authorized officer

GREG CAPRANICO - ANCA VICE PRESIDENT
Print Name and Title

Exhibit A

Cable and Video Customer Protection Law, 220 ILCS 5/70-501
text as of January 1, 2008

§ 220 ILCS 5/70-501. Customer service and privacy protection

Sec. 70-501. Customer service and privacy protection. All cable or video providers in this State shall comply with the following customer service requirements and privacy protections. The provisions of this Act shall not apply to an incumbent cable operator prior to January 1, 2008. For purposes of this paragraph, an incumbent cable operator means a person or entity that provided cable services in a particular area under a franchise agreement with a local unit of government pursuant to Section 11-42-11 of the Illinois Municipal Code or Section 5-1095 of the Counties Code on January 1, 2007. A master antenna television, satellite master antenna television, direct broadcast satellite, multipoint distribution service, and other provider of video programming shall only be subject to the provisions of this Article to the extent permitted by federal law. The following definitions apply to the terms used in this Article:

"Basic cable or video service" means any service offering or tier which includes the retransmission of local television broadcast signals.

"Cable or video provider" means any person or entity providing cable service or video service pursuant to authorization under (i) the Cable and Video Competition Law of 2007; (ii) Section 11-42-11 of the Illinois Municipal Code; (iii) Section 5-1095 of the Counties Code; or (iv) a master antenna television, satellite master antenna television, direct broadcast satellite, multipoint distribution services, and other providers of video programming, whatever their technology. A cable or video provider shall not include a landlord providing only broadcast video programming to a single-family home or other residential dwelling consisting of four units or less.

"Franchise" has the same meaning as found in 47 U.S.C. 522(9).

"Local unit of government" means a city, village, incorporated town, or a county.

"Normal business hours" means those hours during which most similar businesses in the geographic area of the local unit of government are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week or some weekend hours.

"Normal operating conditions" means those service conditions that are within the control of cable or video providers. Those conditions that are not within the control of cable or video providers include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of cable or video providers include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable service or video service network.

"Service interruption" means the loss of picture or sound on one or more cable service or video service on one or more cable or video channels.

"Service line drop" means the point of connection between a premises and the cable or video network that enables the premises to receive cable service or video service.

(a) General customer service standards:

(1) Cable or video providers shall establish general standards related to customer service, which shall include, but not be limited to, installation, disconnection, service and repair obligations; appointment hours, and employee ID requirements; customer service telephone numbers and hours; procedures for billing, charges, deposits, refunds, and credits; procedures for termination of service; notice of deletion of programming service, changes related to transmission of programming; changes or increases in rates; the use and availability of parental control or lock-out devices; the use and availability of A/B switch if applicable; complaint procedures and procedures for bill dispute resolution; a description of the rights and remedies available to consumers if the cable or video provider does not materially meet their customer service standards; and special services for customers with visual, hearing or mobility disabilities.

(2) Cable or video providers' rates for each level of service, rules, regulations and policies related to its cable service or video service described in subsection (a)(1) must be made available to the public and displayed clearly and conspicuously on the cable or video provider's site on the Internet. If a promotional price or a price for a specified period of time is offered, the cable or video provider shall display the price at the end of the promotional period or specified period of time clearly and conspicuously with the display of the promotional price or price for a specified period of time. The cable or video provider shall provide this information upon request.

(3) Cable or video providers shall provide notice concerning their general customer service standards to all customers. This notice shall be offered when service is first activated and annually thereafter. The information in the notice shall include all of the information specified in subsection (a)(1), as well as the following: a listing of services offered by the cable or video providers, which shall clearly describe programming for all services and all levels of service; the rates for all services and levels of service; telephone number(s) through which customers may subscribe to, change, or terminate service, request customer service or seek general or billing information; instructions on the use of the cable or video services; and, a description of rights and remedies that the cable or video providers shall make available to their customers if they do not materially meet the general customer service standards described in this Act.

(b) General customer service obligations:

(1) Cable or video providers shall render reasonably efficient service, promptly make repairs, and interrupt service only as necessary and for good cause, during periods of minimum use of the system and for no more than 24 hours.

(2) All service representatives or any other person who contacts customers or potential customers on behalf of the cable or video provider shall have a visible identification card with their name and photograph and shall orally identify themselves upon first contact with the customer. Customer service representatives shall orally

identify themselves to callers immediately following the greeting during each telephone contact with the public.

(3) The cable or video providers shall: (i) maintain a customer service facility within the boundaries of a local unit of government staffed by customer service representatives that have the capacity to accept payment, adjust bills, respond to repair, installation, reconnection, disconnection, or other service calls; distribute or receive converter boxes, remote control units, digital stereo units or other equipment related to the provision of cable or video service; or (ii) provide customers with bill payment facilities through retail, financial, or other commercial institutions located within the boundaries of a local unit of government; or (iii) provide an address, toll-free telephone number or electronic address to accept bill payments and correspondence, and provide secure collection boxes for the receipt of bill payments and the return of equipment, provided that if a cable or video provider provides secure collection boxes, it shall provide a printed receipt when items are deposited; or (iv) provide an address, toll-free telephone number or electronic address to accept bill payments and correspondence, and provide a method for customers to return equipment to the cable or video provider at no cost to the customer.

(4) In each contact with a customer, the service representatives or any other person who contacts customers or potential customers on behalf of the cable or video provider, shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or other contact in which a service is ordered, whether in-person or over the Internet, and shall provide a written statement of the total charges before leaving the location at which the work was performed. In the event that the cost of service is a promotional price or is for a limited period of time, the cost of service at the end of the promotion or limited period of time shall be disclosed.

(5) Cable or video providers shall provide customers a minimum of 30 days' written notice before increasing rates or eliminating transmission of programming and shall submit the notice to the local unit of government in advance of distribution to customers, provided that the cable or video provider is not in violation of this provision if the elimination of transmission of programming was outside the control of the provider, in which case the provider shall use reasonable efforts to provide as much notice as possible and any rate decrease related to the elimination of transmission of programming shall be applied to the date of the change.

(6) Cable or video providers shall provide clear visual and audio reception that meets or exceeds applicable Federal Communications Commission technical standards. If a customer experiences poor video or audio reception due to the equipment of the cable or video provider, the cable or video provider shall promptly repair the problem at its own expense.

(c) Bills, payment and termination:

(1) Cable or video providers shall render monthly bills that are clear, accurate and understandable.

(2) Every residential customer who pays bills directly to the cable or video provider shall have at least 28 days from the date of the bill to pay the listed charges.

(3) Customer payments shall be posted promptly. When the payment is sent by United States Mail, payment is considered paid on the date it is postmarked.

(4) Cable or video providers may not terminate residential service for nonpayment of a bill unless the cable or video provider furnishes notice of the delinquency and impending termination at least 21 days prior to the proposed termination. Notice of proposed termination shall be mailed, postage prepaid, to the customer to whom service is billed. Notice of proposed termination shall not be mailed until the 29th day after the date of the bill for services. Notice of delinquency and impending termination may be part of a billing statement only if the notice is presented in a different color than the bill and is designed to be conspicuous. The cable or video providers may not assess a late fee prior to the 29th day after the date of the bill for service.

(5) Every notice of impending termination shall include all of the following: name and address of customer; amount of delinquency; date on which payment is required to avoid termination; and the telephone number of the cable or video provider's service representative to make payment arrangements and to provide additional information about the charges for failure to return equipment and for reconnection, if any. No customer may be charged a fee for termination or disconnection of service, irrespective of whether the customer initiated termination or disconnection or the cable or video provider initiated termination or disconnection.

(6) Service may only be terminated on days when the customer is able to reach a service representative of the cable or video providers, either in person or by telephone.

(7) Any service terminated by a cable or video provider without good cause shall be restored without any reconnection fee, charge or penalty; good cause for termination includes, but is not limited to, failure to pay a bill by the date specified in the notice of impending termination, payment by check for which there are insufficient funds, theft of service, abuse of equipment or personnel or other similar subscriber actions.

(8) Cable or video providers shall cease charging a customer for any or all services within 1 business day after it receives a request to immediately terminate service or on the day requested by the customer if such a date is at least 5 days from the date requested by the customer. Nothing in this subsection shall prohibit the provider from billing for charges that the customer incurs prior to the date of termination. Cable or video providers shall issue a credit, a refund, or return a deposit within 10 business days after the close of the customer's billing cycle following the request for termination or the return of equipment, if any, whichever is later.

(9) The customers or subscribers of a cable or video provider shall be allowed to disconnect their service at any time within the first 60 days after subscribing to or upgrading the service. Within this 60-day period, cable or video providers shall not charge or impose any fees or penalties on the customer for disconnecting service, including, but not limited to, any installation charge, the imposition of an early termination charge, except the cable or video provider may impose a charge or fee to offset any rebates or credits received by the customer, and may impose monthly service

or maintenance charges, including pay-per-view and premium services charges, during such 60-day period.

(10) Cable and video providers shall guarantee customer satisfaction for new or upgraded service and the customer shall receive a pro-rata credit in an amount equal to the pro-rata charge for the remaining days of service being disconnected or replaced upon the customer's request if the customer is dissatisfied with the service and requests to discontinue the service within the first 60 days after subscribing to the upgraded service.

(d) Response to customer inquiries:

(1) Cable or video providers will maintain a toll-free telephone access line that will be available to customers 24 hours a day, seven days a week, to accept calls regarding installation, termination, service, and complaints. Trained, knowledgeable, qualified service representatives of the cable or video providers will be available to respond to customer telephone inquiries during normal business hours. Customer service representatives shall be able to provide credit, waive fees, schedule appointments and change billing cycles. Any difficulties that cannot be resolved by the customer service representatives shall be referred to a supervisor who shall make best efforts to resolve the issue immediately. If the supervisor does not resolve the issue to the customer's satisfaction, the customer shall be informed of the cable or video provider's complaint procedures and procedures for billing dispute resolution and given a description of the rights and remedies available to customers to enforce the terms of this Article, including the customer's rights to have the complaint reviewed by the local unit of government, to request mediation, and to review in a court of competent jurisdiction.

(2) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received by telephone or e-mail after normal business hours shall be responded to by a trained service representative on the next business day. The cable or video provider shall respond to a written billing inquiry within 10 days of receipt of the inquiry.

(3) Cable or video providers shall provide customers seeking non-standard installations with a total installation cost estimate and an estimated date of completion. The actual charge to the customer shall not exceed 10% of the estimated cost without the written consent of the customer.

(4) If the cable or video provider receives notice that an unsafe condition exists with respect to its equipment, it shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate the unsafe condition. The cable or video provider shall inform the local unit of government promptly, but no later than 2 hours after it receives notification of an unsafe condition that it has not remedied.

(5) Under normal operating conditions, telephone answer time by the cable or video provider's customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90% of the time under normal operating conditions, measured on a quarterly basis.

(6) Under normal operating conditions, the cable or video provider's customers will receive a busy signal less than 3% of the time.

(e) Installations, Outages and Service Calls. Under normal operating conditions, each of the following standards related to installations, outages and service calls will be met no less than 95% of the time measured on a quarterly basis:

(1) Standard installations will be performed within 7 business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system;

(2) Excluding conditions beyond the control of the cable or video providers, the cable or video providers will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption is reported by the customer or otherwise becomes known to the cable or video providers. Cable or video providers must begin actions to correct other service problems the next business day after notification of the service problem and correct the problem within 48 hours after the interruption is reported by the customer 95% of the time, measured on a quarterly basis;

(3) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at a maximum, a four hour time block during evening, weekend and normal business hours. The cable or video provider may schedule service calls and other installation activities outside of these hours for the express convenience of the customer; and

(4) Cable or video providers may not cancel an appointment with a customer after 5:00 p.m. on the business day prior to the scheduled appointment. If the cable or video provider's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer, even if the rescheduled appointment is not within normal business hours.

(f) Public benefit obligation:

(1) All cable or video providers offering service pursuant to the Cable and Video Competition Law of 2007, the Illinois Municipal Code, or the Counties Code, shall provide a free service line drop and free basic service to all current and future public buildings within their footprint, including, but not limited to, all local unit of government buildings, public libraries, and public primary and secondary schools, whether owned or leased by that local unit of government ("eligible buildings"). Such service shall be used in a manner consistent with the government purpose for the eligible building and shall not be resold.

(2) This obligation only applies to those cable or video service providers whose cable service or video service systems pass eligible buildings and its cable or video service is generally available to residential subscribers in the same local unit of government in which the eligible building is located. The burden of providing such service at each eligible building shall be shared by all cable and video providers whose systems pass the eligible buildings in an equitable and competitively neutral manner, and nothing herein shall require duplicative installations by more than one cable or video provider at each eligible building. Cable or video providers operating in a local unit of government shall meet as necessary and determine who will provide service to eligible buildings under this subsection. If the cable or video providers are unable to reach agreement, they shall meet

with the local unit of government which shall determine which cable or video providers will serve each eligible building. The local unit of government shall bear the costs of any inside wiring or video equipment costs not ordinarily provided as part of the cable or video provider's basic offering.

(g) After the cable or video providers have offered service for one (1) year, the cable or video providers shall make an annual report to the Commission, the local unit of government and to the Attorney General that it is meeting the standards specified in this Article, identifying the number of complaints it received over the prior year in the State, and specifying the number of complaints related to each of the following: (1) billing, charges, refunds, credits; (2) installation or termination of service; (3) quality of service and repair; (4) programming; and (5) miscellaneous complaints that do not fall within these categories. Thereafter, the cable or video providers shall also provide, upon request by the local unit of government where service is offered and to the Attorney General, an annual public report that includes performance data described in subsections (d)(5), (d)(6), (e)(1) and (e)(2) of this Section for cable services or video services. The performance data shall be disaggregated for each requesting local unit of government or local exchange, as that term is defined in Section 13-206 of the Public Utilities Act, in which the cable or video providers have customers.

(h) To the extent consistent with federal law, cable or video providers shall offer the lowest-cost basic cable or video service as a stand-alone service to residential customers at reasonable rates. Cable or video providers shall not require the subscription to any service other than the lowest-cost basic service or to any telecommunications or information service, as a condition of access to cable or video service, including programming offered on a per channel or per program basis. Cable or video providers shall not discriminate between subscribers to the lowest-cost basic service, subscribers to other cable services or video services, and other subscribers with regard to the rates charged for cable or video programming offered on a per channel or per program basis.

(i) To the extent consistent with federal law, cable or video providers shall ensure that charges for changes in the subscriber's selection of services or equipment shall be based on the cost of such change and shall not exceed nominal amounts when the system's configuration permits changes in service tier selection to be effected solely by coded entry on a computer terminal or by other similarly simple method.

(j) To the extent consistent with federal law, cable or video providers shall have a rate structure for the provision of cable or video service that is uniform throughout the area within the boundaries of the local unit of government. This subsection is not intended to prohibit bulk discounts to multiple dwelling units or to prohibit reasonable discounts to senior citizens or other economically disadvantaged groups.

(k) To the extent consistent with federal law, cable or video providers shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. For purposes of this subsection, a subscriber's failure to refuse a cable or video provider's proposal to provide service or equipment shall not be deemed to be an affirmative request for such service or equipment.

(l) No contract or service offering cable services or video services or any bundle including such services shall be for a term longer than one year. Any contract or service

offering with a term of service that contains an early termination fee shall limit the early termination fee to not more than the amount of the discount reflected in the price for cable services or video services for the period during which the consumer benefited from the discount.

(m) Cable or video providers shall not discriminate in the provision of services for the hearing and visually impaired, and shall comply with the accessibility requirements of 47 U.S.C. 613. Cable or video providers shall deliver and pick-up, or provide customers with pre-paid shipping and packaging for the return of, converters and other necessary equipment at the home of customers with disabilities. Cable or video providers shall provide free use of a converter or remote control unit to mobility impaired customers.

(n) To the extent consistent with federal law, cable or video providers shall comply with the provisions of 47 U.S.C. 532(h) and (j). The cable or video providers shall not exercise any editorial control over any video programming provided pursuant to this Section, or in any other way consider the content of such programming, except that a cable or video provider may refuse to transmit any leased access program or portion of a leased access program which contains obscenity, indecency, or nudity and may consider such content to the minimum extent necessary to establish a reasonable price for the commercial use of designated channel capacity by an unaffiliated person. This subsection shall permit cable or video providers to enforce prospectively a written and published policy of prohibiting programming that the cable or video provider reasonably believes describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards.

(2) Upon customer request, the cable or video provider shall, without charge, fully scramble or otherwise fully block the audio and video programming of each channel carrying such programming so that a person who is not a subscriber does not receive the channel or programming.

(3) In providing sexually explicit adult programming or other programming that is indecent on any channel of its service primarily dedicated to sexually oriented programming, the cable or video provider shall fully scramble or otherwise fully block the video and audio portion of such channel so that one not a subscriber to such channel or programming does not receive it.

(4) Scramble means to rearrange the content of the signal of the programming so that the programming cannot be viewed or heard in an understandable manner.

(o) Cable or video providers will maintain a listing, specific to the level of street address, of the areas where its cable or video services are available. Customers who inquire about purchasing cable or video service shall be informed about whether the cable or video provider's cable or video services are currently available to them at their specific location.

(p) Privacy protections. Cable or video providers shall not disclose the name, address, telephone number or other personally identifying information of a cable service or video service customer to be used in mailing lists or to be used for other commercial purposes not reasonably related to the conduct of its business unless the cable or video provider has provided to the customer a notice, separately or included in any other customer

service notice, that clearly and conspicuously describes the customer's ability to prohibit the disclosure. Cable or video providers shall provide an address and telephone number for a customer to use without toll charge to prevent disclosure of the customer's name and address in mailing lists or for other commercial purposes not reasonably related to the conduct of its business to other businesses or affiliates of the cable or video provider. Cable or video providers shall comply with the consumer privacy requirements of the Communications Consumer Privacy Act, the Restricted Call Registry Act, and 47 U.S.C. 551 that are in effect as of the effective date of this amendatory Act of the 95th General Assembly, and as amended thereafter.

(q) Cable or video providers shall implement an informal process for handling inquiries from local units of government and customers concerning billing issues, service issues, privacy concerns and other consumer complaints. In the event an issue is not resolved through this informal process, a local unit of government or the customer may request nonbinding mediation with the cable or video provider, with each party to bear its own costs of such mediation. Selection of the mediator will be by mutual agreement, and preference will be given to mediation services that do not charge the consumer for their services. In the event the informal process does not produce a satisfactory result to the customer or the local unit of government, enforcement may be pursued as provided in subsection (r)(4).

(r) The Attorney General and the local unit of government may enforce all of the customer service and privacy protection standards of this Section with respect to complaints received from residents within the local unit of government's jurisdiction, but it may not adopt or seek to enforce any additional or different customer service or performance standards under any other authority or provision of law.

(1) The local unit of government may, by ordinance, provide a schedule of penalties for any material breach of this Section by cable or video providers in addition to the penalties provided herein. No monetary penalties shall be assessed for a material breach if it is out of the reasonable control of the cable or video providers or its affiliate. Monetary penalties adopted in an ordinance pursuant to this Section shall apply on a competitively neutral basis to all providers of cable service or video service within the local unit of government's jurisdiction and in no event shall the penalties imposed under this subsection exceed \$ 750 for each day of the material breach, and shall not exceed \$ 25,000 for each occurrence of a material breach per customer.

(2) For purposes of this Section, "material breach" means any substantial failure of a cable or video service provider to comply with service quality and other standards specified in any provision of this Act. The Attorney General or the local unit of government shall give the cable or video provider written notice of any alleged material breaches of this Act and allow such provider at least 30 days from receipt of the notice to remedy the specified material breach.

(3) A material breach, for the purposes of assessing penalties, shall be deemed to have occurred for each day that a material breach has not been remedied by the cable service or video service provider after the expiration of the period specified in subsection (r)(2) in each local unit of government's jurisdiction, irrespective of the number of customers affected.

(4) Any customer, the Attorney General, or local unit of government may pursue alleged violations of this Act by the cable or video provider in a court of competent jurisdiction. A cable or video provider may seek judicial review of a decision of a local unit of government imposing penalties in a court of competent jurisdiction. No local unit of government shall be subject to suit for damages or other relief based upon its action in connection with its enforcement or review of any of the terms, conditions, and rights contained in this Act except a court may require the return of any penalty it finds was not properly assessed or imposed.

(s) Cable or video providers shall credit customers for violations in the amounts stated herein. The credits shall be applied on the statement issued to the customer for the next monthly billing cycle following the violation or following the discovery of the violation. Cable or video providers are responsible for providing the credits described herein and the customer is under no obligation to request the credit. If the customer is no longer taking service from the cable or video provider, the credit amount will be refunded to the customer by check within 30 days of the termination of service. A local unit of government may, by ordinance, adopt a schedule of credits payable directly to customers for breach of the customer service standards and obligations contained in this Article, provided the schedule of customer credits applies on a competitively neutral basis to all providers of cable service or video service in the local unit of government's jurisdiction and the credits are not greater than the credits provided in this Section.

(1) Failure to provide notice of customer service standards upon initiation of service: \$ 25.00.

(2) Failure to install service within 7 days: Waiver of 50% of the installation fee or the monthly fee for the lowest-cost basic service, whichever is greater. Failure to install service within 14 days: Waiver of 100% of the installation fee or the monthly fee for the lowest-cost basic service, whichever is greater.

(3) Failure to remedy service interruptions or poor video or audio service quality within 48 hours: Pro-rata credit of total regular monthly charges equal to the number of days of the service interruption.

(4) Failure to keep an appointment or to notify the customer prior to the close of business on the business day prior to the scheduled appointment: \$ 25.00.

(5) Violation of privacy protections: \$ 150.00.

(6) Failure to comply with scrambling requirements: \$ 50.00 per month.

(7) Violation of customer service and billing standards in subsections (c) and (d): \$ 25.00 per occurrence.

(8) Violation of the bundling rules in Section (h): \$ 25.00 per month.

(t) The enforcement powers granted to the Attorney General in Article XXI of the Public Utilities Act shall apply to this Act, except that the Attorney General may not seek penalties for violation of this Act other than in the amounts specified herein. Nothing in this Section shall limit or affect the powers of the Attorney General to enforce the provisions of Article 21 of the Public Utilities Act or the Consumer Fraud and Deceptive Business Practices Act.

(u) This Act applies to all cable and video providers in the State, including but not limited to those operating under a local franchise as that term is used in 47 U.S.C. 522(9), those operating under authorization pursuant to Section 11-42-11 of the Municipal Code, those operating under authorization pursuant to Section 5-1095 of the Counties Code, and those operating under a State-issued authorization pursuant to Article XXI of the Public Utilities Act.

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 08- 20, adopted by the President and Board of Trustees of said Village on the 13 day of MAY, 2008, said Ordinance being entitled:

AN ORDINANCE APPROVING A CABLE TELEVISION FRANCHISE AGREEMENT WITH COMCAST OF ILLINOIS/INDIANA/OHIO, LLC

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 13 day of MAY, 2008.



Village Clerk

