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8/9/90

FRANCHISE RENEWAL AGREEMENT

This Agreement is entered into by and between the Village of Oak Park, hereinafter referred to as "Village", and Cablevision of Chicago, an Illinois limited partnership, hereinafter referred to as "Grantee".

In consideration of the faithful performance and observance by the Grantee of the terms, provisions, conditions, obligations and reservations hereinafter set forth or provided for herein, and also provided in the original Oak Park Cable Television Ordinance (# 1979-0-16), as heretofore amended on December 7, 1981, June 6, 1983 and November 4, 1985 which Ordinance and Amendments are hereinafter referred to as the "Ordinance", pursuant to which this Agreement is executed, and in consideration of the renewal to the Grantee by the Village of a cable television system franchise, it is hereby agreed between the parties hereto as follows:

Section 1. Grant and Acceptance of Franchise Renewal

- a) The Village hereby grants to Grantee, its successors and assigns a non-exclusive franchise renewal and the right to erect, install, construct, reconstruct, replace, remove, repair, maintain, operate in or upon, under, above, across and from the streets, avenues, highways, sidewalks, bridges, and other public ways, easements, and rights-of-way within the Franchise Area as now existing and all extensions thereof, and additions thereto, in, belonging to, or under the jurisdiction of the Village, all necessary poles, wires, cable, coaxial cables, transformers, amplifiers, underground conduits, manholes and other television and/or radio conductors and fixtures for the sole purpose of the ownership, maintenance and operation in the Franchise Area of a cable television system and such audio/video broadband telecommunications system as may be effective in the better delivery of the cable telecommunications system, all in strict accordance with the laws, ordinances and regulations of the United States of America, the State of Illinois, and the Village, as now existing or hereafter adopted or amended.
- b) Grantee hereby accepts the franchise renewal and warrants and represents that it has examined and agrees to comply with all of the provisions of the original Oak Park Cable Television Ordinance, as amended, and this Agreement. Where there is any direct conflict between the Oak Park Cable Television Ordinance and this Agreement, the Agreement shall be controlling. In the event that Grantee claims there is a conflict between said Ordinance and this Agreement, the alleged conflict shall be resolved by the Village after consultation with Grantee. The decision of the Village as to any and all alleged conflicts shall be in writing. No changes or additions made to the Ordinance or the Agreement by the Village shall be binding upon the Grantee without the Grantee's express written acceptance.
- c) During the term of this Agreement, Grantee shall be liable for the acts or omissions of its agents, employees, contractors and subcontractors while such parties are involved directly or indirectly in the construction, installation, maintenance or operation of Grantee's cable television system as if the acts or omissions of such parties were the acts or omissions of Grantee.

## Section 2. Definitions

Unless the context clearly indicates that a different meaning is intended, for purposes of this Agreement all terms, phrases, words or their derivations shall be defined as set forth in the Ordinance or as follows; provided, however, that the terms, phrases, words or their derivations not defined herein or in the Ordinance shall be given their common and ordinary meanings:

"Franchise Area" means the area within the corporate boundaries of the Village of Oak Park, Illinois, and any areas that may be annexed thereto.

"Gross Subscriber Revenues" shall include any and all compensation or receipts derived by Grantee from installation, disconnection and reinstallation charges and periodic service charges in connection with the provision of the entry level subscriber service within the Village, but shall not include any refunds or credits made to subscribers or any taxes imposed on the services furnished by Grantee. Nor shall it include revenue from "ancillary" or "auxiliary" services, which include, but are not limited to, advertising, leased channels and programming supplied on a per program or per channel charge basis, if any.

"Resident" means an individual(s) or family which uses as its own domicile a legally zoned or legally non-conforming dwelling unit within the Franchise Area.

## Section 3. Commitment by Grantee

The Grantee agrees to use its best efforts, at its expense, to actively and diligently conduct the processing of all registration documents to the FCC or other governmental regulatory bodies necessary to verify the franchise renewal under this Agreement.

Section 4. Rights Reserved By the Village.

In addition to the rights reserved by the Village in the Ordinance, the franchise renewal is subject to the right of the Village:

- a) To establish reasonable standards of service and quality of products, and to prevent unjust discrimination in service (see Section 13 c).
- b) To require continuous and uninterrupted service to the public in accordance with the terms of the franchise throughout the entire period thereof and to require technical service quality of the system according to the highest standards of industry practice (see Exhibit C).
- c) To control and regulate the use of its streets, alleys, bridges, and rights-of-way, public places and property, and the space above and beneath them.
- d) At the expiration of the term for which this franchise renewal is granted, or upon the revocation of the franchise, the Village may require the Grantee to remove at the Grantee's own expense any and all portions of the cable television system from the public ways within the Franchise Area.

Section 5. Franchise Fee

- a) Pursuant to the Ordinance, Grantee shall pay to the Village a franchise fee of five percent (5%) of the Gross Subscriber Revenues derived from the operation of its cable television system in the Franchise Area during the franchise renewal term.
- b) Grantee shall continue to maintain its system headquarters, studio and administrative offices within the Franchise Area.
- c) Payment shall be due and payable no later than sixty days (60 days) following the end of the period for which franchise fees have accrued.
- d) The franchise fee shall be based on Gross Subscriber Revenues generated between January 1 to June 30 and between July 1 and December 31 of any year.

#### Section 6. Other Fees and Special Taxes

The Grantee shall pay all fees necessary to obtain all Federal, State and local licenses, permits and authorizations required for the construction, installation, maintenance or operation of its cable television system; provided, however, that no special or separate tax shall be imposed upon Grantee or its subscribers by the Village in connection with the provision or receipt of cable television services, and provided further that no special fee shall be imposed on Grantee by the Village for any such license, permit or authorization other than standard fees applicable to other like persons for such licenses, permits or authorizations and that no additional fee shall be imposed on Grantee by the Village for inspections relating to the construction or maintenance of the Grantee's cable lines or the installation of individual service drops and further, that no special fees will be imposed on the Grantee as the sole member of any class of business.

#### Section 7. Term and Effective Date of Agreement

a) The term of this Agreement and the franchise renewal granted hereunder shall be ten years from the original expiration date of the Franchise Ordinance. The terms of this Agreement, then, will conclude on April 10, 2004.

b) Nothing in this Agreement or the Franchise Ordinance shall be deemed to limit or restrict in any way the rights or obligations of the Village and the Grantee under federal and state law governing the renewal of cable television franchises.

c) The effective date of this Agreement shall be the date on which both the Village and Grantee have executed the Agreement. All obligations and rights contained within this Agreement shall be in full force on the Effective Date.

#### Section 8. Territorial Extent of Franchise

The Grantee is authorized to operate in the Franchise Area, as the same may now or in the future exist. The Village specifically retains the right to award to other Grantees the right to operate a cable television system and such audio/video broadband telecommunications systems as may be effective in the better delivery of cable telecommunications systems in the Franchise Area.

Section 9. System Design

a) The Grantee's cable television system shall be upgraded no later than seven years from the effective date of this Agreement to 550 megahertz with a channel capacity of at least 77 downstream subscriber channels. Additional bandwidth is contemplated to be reserved for new programming services as they are developed and new technological advancements when technically and economically feasible.

b) Grantee agrees to utilize whatever technology is then considered state-of-the-art in cable systems of comparable size, serving comparable communities in the State of Illinois which will result in an 77-channel downstream capacity system, or its equivalent. Nothing herein shall be construed to prohibit Grantee from increasing the capability of the cable television system or constructing the same in accord with more advanced technological standards than herein proposed. Nor shall anything herein require Grantee to perform or effect any upgrade or rebuild during the Agreement Term except as hereinabove described.

c) Grantee will not be held liable for delays to the schedule in subsection (a) above which are caused by labor disputes, disputes with utilities, acts of war, weather conditions precluding construction activities or other causes beyond the Grantee's reasonable control.

Section 10. Technical Performance and Standards

a) Grantee shall construct, operate and maintain its cable television system so as to at all times meet or exceed the technical standards established by the FCC.

b) Grantee shall conduct its technical performance tests in accordance with the procedures set forth in the latest edition of "Standards of Good Engineering Practices for Measurements on Cable Television Systems", NCTA-008-0477. Grantee shall, at a minimum, maintain the system according to the standards described in Exhibit C, attached hereto, and in accordance with the standards set forth in Sections 4(b) and 9(b) above. Grantee shall also submit to the Village initial proof of performance tests for each portion of the Grantee's cable television system upgraded and activated pursuant to Grantee's upgrade schedule as set forth in Section 9 above and made a part hereof.

c) System monitor test points shall be maintained at or near the output of the last amplifier, or its equivalent, in the longest feeder line, at or near trunk line extremities, or at locations to be specified by the Village.

### Section 11. Construction Schedule

a) Grantee shall within 180 days prior to the commencement of construction to upgrade its system, furnish the Village with a complete construction schedule and map. Such construction schedule shall indicate the approximate amount of plant mileage within the Franchise Area to be constructed and activated on a quarterly basis and the scheduled dates for completion of construction of all major facilities.

b) Grantee shall submit "as built" maps to the Village for portions of Grantee's cable television system that have been constructed and activated within ninety days (90 days) of such completion and activation. Said maps shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points.

### Section 12. Construction Requirements and Standards

a) Grantee shall construct, install, maintain and operate its cable television system in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state and local laws and regulations.

b) Prior to the erecting or installation of any towers, poles, guys, anchors, underground conduits, manholes or fixtures for use in connection with the installation, construction, maintenance or operation of the cable television system under this Agreement, collectively referred to for the purposes of this paragraph as "facilities," the Grantee shall, unless otherwise directed, first submit to the Village for approval a concise description of the facilities proposed to be erected or installed, including engineering drawings, if required, together with a map and plans indicating the proposed location of all such facilities. No erection or installation of any such facilities shall be commenced by Grantee until approval therefor has been received from the Village; provided further, that such approval shall not be unreasonably withheld. Notwithstanding such approval, however, the Village shall have the right to inspect all construction or installation work performed subject to the provisions of this Agreement and make such inspections as it shall find necessary to insure compliance with the terms of this Agreement and other pertinent provisions of law.

Section 12. (Cont'd.)

c) Grantee shall, at its cost and expense, and in a manner approved by the appropriate Village official, repair, replace or restore any street, sidewalk, alley, public way or any other property disturbed or damaged or in any way injured by or on account of its activities to as good condition as before the work involving such disturbance was done and agrees to do so as soon as practicably possible after completion of such work causing such disturbance or damage. In the event Grantee fails to perform the replacement or restoration in a manner approved by the Village or property owner, the Village or property owner shall have the right to do so at the sole cost and expense of the Grantee, provided, however, that Grantee shall first be given written notice of its default and 60 days to cure same. Upon written demand for reimbursement for the cost of replacement or restoration of damaged property, Grantee shall promptly remit to the Village or property owner.

d) All installations shall be underground in those areas of the Franchise Area where public utilities providing telephone and electric service are both underground at time of installation. In areas where either telephone or electric utility facilities are aboveground at the time of installation, the Grantee may install its service aboveground, provided that at such time as both telephone and electric utility facilities are required to be placed underground by the Village or are placed underground, the Grantee shall likewise place its service underground without additional cost to the Village or to the individual subscriber so served within the franchise area. All cable passing under the roadway shall be installed in appropriate conduit.

e) The Village will provide Grantee with any and all maps and engineering assistance in the possession of the Village required to conduct the construction, maintenance and operation of its cable television system.

f) Grantee, in trimming trees or other foliage on public property, shall properly and promptly dispose of such trimmings. Grantee shall not trim any tree or other foliage located on private property prior to obtaining the written consent of the owner of said property. Such trees or other foliage shall be trimmed at Grantee's own expenses and trimmings therefrom shall be disposed of properly and promptly.

Section 13. Programming Services and Fees

a) Grantee shall provide to subscribers in the Franchise Area broad categories of programming as follows:

children's programming	family programming
religious programming	educational programming
news/public affairs programming	entertainment programming
sports and recreational activities programming	community programming
ethnic programming	business programming
cultural programming	music programming

Grantee shall also make available to subscribers a parental guidance lockout device for an additional fee.

b) Grantee shall have the authority and right to change specific program offerings upon thirty days (30 days) prior written notice to the Village and the subscribers affected thereby.

c) Grantee shall impose its then prevailing monthly service and installation rates without discrimination and without regard for age, race, sex, sexual orientation, ethnic origin, marital status, or creed. Grantee reserves the right to offer special promotional discounts to certain groups (a promotional discount is defined as any special offer on equipment, service or installation of a duration of six months or less), and to offer discounts based on financial need or disability. A copy of the current rates and charges for all services provided by Grantee as of July 31, 1990 is attached as Exhibit A.

d) Grantee shall have the authority and right to change and establish installation and monthly service charges upon thirty days (30 days) prior written notice to the Village and the subscribers affected thereby. The Village reserves the right to regulate the Grantee's rates for subscriber services to the extent permitted by law.

e) Grantee shall provide to each subscriber the equipment necessary for the receipt of all services to which he or she subscribes. Grantee may collect at the time of installation a deposit from subscribers to insure the protection and return of the converter equipment. At the termination of service, the subscriber shall receive a refund in full of his or her security deposit(s) upon the return of the equipment in good condition, excluding normal wear, to the Grantee. In the event the equipment is not returned to the Grantee, the Grantee may retain the security deposit and/or further charge the subscriber the actual replacement cost of the equipment, plus any reasonable costs or penalties. In the event the equipment is returned other than in good condition, excluding normal wear, the Grantee may retain from the security deposit, and/or further charge the subscriber the actual replacement cost of the equipment or the actual cost of repair, whichever is less. Such charges and penalties shall be made available to the subscriber in writing.



Section 13. (Cont'd.)

- f) If the installation of a service connection requires a drop in excess of 150 feet, Grantee may charge the subscriber for that portion in excess of 150 feet, including labor and materials. Grantee shall provide the subscriber a written statement of the charges for installing an extra-long drop and obtain such subscriber's written consent prior to any installation of such drop; provided, however, that Grantee may require an advance payment of such costs from such subscriber as a condition of performing the requested installation.
- g) If a subscriber requests a non-standard installation for aesthetic purposes, either internal or external, including concealed wiring or routing from the tap to the dwelling unit that differs from the standard route, or an elective underground drop, which results in greater costs, Grantee may charge the subscriber at its then prevailing charges for such non-standard installation. Grantee shall provide the subscriber a written statement of the charges for such installation and obtain the subscriber's written consent prior to any such installation; provided, however, that Grantee may require an advance payment of such costs from such subscriber as a condition of performing the requested installation.
- h) At a minimum, Grantee shall inform subscriber in writing of Grantee's policies regarding equipment charges, payment terms and termination of service.

Section 14. Public Access/Educational/Institutional Channels

- a) Concurrently with the effective date of this Agreement, Grantee shall allocate at least one (1) channel for public access use by the public, and for use by all public and private not-for-profit schools and institutions of higher learning which have been granted a certificate of recognition, if applicable, by the appropriate state agency and lie within the Franchise Area; for use by public libraries, for use by Village government for non-partisan purposes, and for use by other such not-for-profit institutions. Said access channel, and each access channel activated subsequently, shall be included as part of the entry-level subscriber service.
- b) Activation of additional access channels, up to a maximum of three (one each for Public, Educational and Municipal Access purposes) will be contingent upon the following schedule:

When, for any consecutive six month period, the first channel has been used for the airing of original (first time showing, not including repeats) video programming for at least 75% of the available hours during prime time, defined as the hours between 6:00 p.m. and 11:00 p.m., seven days a week, a second channel will be activated. When both the first channel and the second channel activated herein shall have been used at least 75% of the available hours during prime time, a third channel will be activated. Teletext, or "scroll" programming shall not be counted toward the total for purposes of the calculation herein.

Section 14. (Cont'd.)

The Village will have access to these channels on a time-sharing, first come-first serve basis with other municipalities served by Grantee from the same regional headend, but additional access channels will be provided as needed in accordance with the formula stated herein. All usage by all municipalities served from the same regional headend shall be counted toward the usage calculations described herein.

c) Grantee will provide free of charge i) studio production, ii) remote production and iii) editing facilities for the use of the Village, the resident public and not-for-profit institutions. These facilities shall be made available for the exclusive use of the Village, members of its resident public and representatives of not-for-profit institutions — any of whom must be trained, qualified and certified — during two weekdays per week (Tuesdays and Thursdays), between the hours of 8:00 a.m. and 10:00 p.m., and an additional two Saturdays a month (the third and fourth Saturdays), between the hours of 9:00 a.m. and 5:00 p.m., excluding holidays to be determined by Cablevision, for the production of non-commercial access programming.

When for any consecutive six month period, all available weekday time blocks in a month have been used by the Village, members of its resident public and representatives of not-for-profit institutions for more than 75% of the time available, Grantee shall make available two additional weekdays per month between the hours of 8:00 a.m. and 10:00 p.m., the additional days to be determined by the Village and Grantee.

If production facilities described herein have not been scheduled within one week of the available time, Grantee may assign usage of such facilities to itself or other parties.

d) Not later than one hundred and twenty days (120 days) following the effective date of this Agreement, usage of these facilities will be governed by an independent public access corporation or other administrative body (hereinafter referred to as the "Access Corporation"). The Access Corporation shall, upon its assumption of responsibility for facilities usage, prepare rules governing usage of the facilities, which rules shall be approved by both the Village and Grantee. The Access Corporation shall also be responsible for: 1) administering the access rules; 2) conducting any additional training on the proper usage of the facilities and equipment beyond the minimal certification training which will continue to be provided by Cablevision; 3) maintaining records of usage of the facilities; 4) publicizing and promoting (with the approval of the Village and the Grantee) access programming and production and 5) seeking out additional sources of independent funding. Grantee shall continue to execute the playback of all access programming and provide all routine maintenance for the equipment and facilities. With the incorporation of such Access Corporation, said body will be the sole entity representing the Village with the Grantee in the ongoing execution of access matters under this Agreement.

Section 14. (Cont'd.)

e) The Village shall hold Grantee harmless from, defend and indemnify Grantee from and against any act or omission on the part of the Access Corporation of the Village or any access user, including reasonable attorneys' fees. However, this protection shall specifically exempt acts or omissions which are the result of the production of video programming over which the Access Corporation has limited or no control. Clients of the Access Corporation will be required to execute an agreement containing language which indemnifies, holds harmless and defends Grantee from their actions. Rules governing usage of the facilities shall be prepared by the Access Corporation and approved by Grantee and the Village no later than one hundred and twenty (120 days) following the execution of this Agreement. Neither the Grantee's approval nor the Village's shall be unreasonably withheld. If the Access Corporation is not prepared to assume responsibilities as described in d) above, Cablevision shall not be held liable to assume any responsibilities under this Section 14 beyond playback and equipment/facility maintenance.

f) Grantee may provide for the use of any unused access channel capacity for the provision of other services.

g) Notwithstanding the foregoing, Grantee shall, upon completion of the upgrade of the system described in Section 9 herein, reserve a total of three channels for access programming usage on a time-sharing basis with other communities served by the Grantee for the use of the Village, members of its resident public and not-for-profit institutions located within the Franchise Area.

Section 15. Services to the Village.

The Grantee shall, provide to the Village upon its written request:

a) One free installation and free service for Basic Service to any building which houses a Village agency or state-certified school within the Franchise Area. Where such institution includes more than one location or building, only one connection to the system will be provided at no charge under this paragraph. Where the location to be served requires 1) an aerial drop of more than 150 feet, 2) a non-standard installation, 3) underground installation or 4) installation of multiple outlets, Grantee will charge its actual installation costs to the institution beyond the cost of the standard aerial installation for one connection. Grantee will, where technically feasible, connect its service to the input of a compatible master antenna system. Grantee will charge additional monthly services charges for any connections beyond the single drop to each location.

Section 15. (Cont'd.)

b) The capability to present emergency information regarding life threatening circumstances by duly designated public and law enforcement officials of the Village. Such information shall be provided on an emergency basis, under reasonable procedures established by the Village and Cablevision. The Village will indemnify and hold Grantee harmless from any damages, lawsuits, liabilities, penalties or refunds resulting from acts or omissions created by the usage of such emergency alert system by the Village; and will take every reasonable precaution to safeguard access and limit usage to reports on life-threatening situations.

Section 16. Production Assistance and Facilities

a) Grantee shall provide free of charge a reasonable level of consulting and training services on production and equipment operation to staff and directors of the Access Corporation.

b) Grantee shall continue to provide maintenance for all access production and playback facilities and equipment. All equipment and facilities shall be maintained in good working order by the Grantee, and such equipment will be replaced without charge when obsolete as reasonable usage dictates during the term of the Agreement. Damage due to abuse or neglect, other than normal wear, will be repaired and billed to the Access Corporation. A written estimate will be provided to the Access Corporation prior to the repair. Equipment for public access usage shall be of a capability equivalent to that of access equipment in cable systems of a comparable size, serving comparable communities in Illinois.

c) Grantee shall provide an on-site production technician during all scheduled access production sessions, who will provide assistance to the Access Corporation representative.

Section 17. Maintenance and Customer Service

a) During the term of this Agreement, Grantee shall maintain its cable television system in good working condition.

b) Grantee shall maintain an office in the Village and provide personnel, telephone service and other equipment, as needed, to ensure timely, efficient and effective service to consumers. Grantee shall accept telephone inquiries 24-hours a-day, seven-days-a-week. All business offices of the Grantee shall have a locally listed telephone number. A walk-in cable center will, at a minimum, be open during the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday, with some additional evening and weekend hours.

c) Grantee shall operate the cable television system continuously, with operating personnel available on call 24-hours per day with a locally listed telephone number to receive complaints and requests for repairs or service. Grantee shall render efficient service, locate and repair malfunctions promptly and accept subscriber service complaints 24-hours-a-day. Under normal conditions, investigative action shall be initiated in response to all subscriber service complaints not later than the next business day after the complaint is received, and the complaint shall be resolved as promptly as possible. Subscriber shall receive a pro-rata credit for all services subscribed to and not received for more than a 24-hour period. Credits will be issued promptly, but no later than 45 days or by the subscriber's next billing cycle following the resolution of the request, and the return of the equipment supplied by the Grantee if service is terminated. All written correspondence will be investigated within five working days. Grantee will make its best effort to resolve any inquiry or arrange a mutually convenient review session with the subscriber no later than two weeks after receiving the inquiry. Appropriate records shall be made of service calls showing when and what corrective action was completed. Such records (in an aggregate form and absent personally identifiable information) shall be available to the Village during normal business hours with one week notice and shall be retained by the Grantee for not less than three (3) years. All actions taken hereunder shall be in compliance with the privacy provisions of the Cable Communications Policy Act of 1984.

A statistical summary of all repair calls for the prior one year period shall be made available to the Village upon its request.

d) Grantee shall maintain a maintenance service capable of locating and correcting major outages promptly which shall be available at all hours to correct such major outages. Grantee shall maintain records of all major outages. A statistical summary of all outages for the prior one year period shall be made available to the Village upon its request.

Section 17. (Cont'd.)

e) Grantee, upon installation or reinstallation of service, shall provide the subscriber with a simple but thorough written explanation of its service, adjustment and complaint procedures and verbal or written instructions on the proper use of the converter or other cable-related equipment, if requested. Upon the written request of the Village, such information shall include information on contacting the Village in the event a subscriber does not obtain a satisfactory response or resolution to his or her request for service or an adjustment within a reasonable period of time.

f) Grantee shall not interrupt system service for planned maintenance and/or repair after 7:00 a.m. and before 1:00 a.m. except for good cause and for the shortest time possible, and, whenever possible, Grantee shall provide notice of service interruption at least twenty-four (24) hours in advance. Service may be interrupted between 1:00 a.m. and 7:00 a.m. for all routine maintenance or repair.

Section 18. Miscellaneous Provisions

a) Governing law. This Agreement shall be construed pursuant to the laws of the federal government, the State of Illinois and the Village of Oak Park, Illinois.

b) Descriptive Headings. Section headings are descriptive and used merely for the purpose of organization and where inconsistent with the text are to be disregarded.

c) No Inducement. Grantee acknowledges that it has made no promise or inducement, oral or written, to any Village employee, representative or advisor regarding the receipt or award of the franchise renewal granted hereunder. Grantee further acknowledges that it has not been induced to accept this franchise renewal by any promise, oral or written, made by or on behalf of the Village or by any third person regarding any term or condition set forth in the original Ordinance or this Agreement.

d) Severability. If any provision of this Agreement or any portion of any provision hereof is deemed invalid under any applicable ordinance or rule of law, such provision shall be, to the extent invalid, deemed omitted and all remaining provisions shall remain in full force and effect to the extent they fulfill the intent of this Agreement.

Section 18. (Cont'd.)

e) Landlord/Tenant Relations.

- 1) Neither the owner of any multiple unit residential dwelling, condominium, cooperative or townhouse, nor his agent, representative or board shall ask, demand or receive any payment, service or gratuity in any form as a condition for permitting or cooperating with the installation of cable service to the dwelling unit occupied by a tenant or resident requesting service.
- 2) Neither the owner of any multiple unit residential dwelling, condominium, cooperative or townhouse, nor his agent, representative or board shall penalize, charge or surcharge a tenant or resident, or forfeit, or threaten to forfeit, any right of such tenant or resident, or discriminate in any way against such tenant or resident who requests or receives cable service from a Grantee operating under a valid and existing franchise issued by the Village.
- 3) Nothing in this section shall prohibit a person from requiring that cable television system facilities conform to laws and regulations and reasonable conditions necessary to protect safety, functioning, appearance and value of premises or the convenience and safety of persons or property.
- 4) Nothing in this section shall prohibit a person from requiring the Grantee to agree to indemnify the owner, or his agents or representatives, for damages, or from liability for damages caused by the installation, operation, maintenance or removal of cable television facilities.

f) Nothing in the original Ordinance or this Agreement shall preclude transfer of the rights under the Ordinance or Agreement from Grantee to any entity under common ownership, management or control as Grantee. Nothing herein shall infringe upon the Village's rights under Section 20 of the Ordinance dealing with transfers to entities not under common ownership, management or control with the Grantee.

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## E X H I B I T A

Rates and Services as of July 31, 1990Monthly Rates:

Family Cable	19.95
Individual Premium Channels (each)	9.00
American Movie Classics Option	32.95
Disney Option	32.95
Rainbow	39.95
Rainbow Plus	51.95
Rainbow Gold	59.95
Family Cable Additional Connection (each)	4.50
Rainbow/Any Premium Additional Connection (each)	8.50
Rainbow Plus/Gold Additional Connection (each)	10.50
Deluxe Remote Control	6.50
Commercial Family (each)	75.00

Equipment/Installation/Miscellaneous Charges:

Standard Aerial Installation (One Outlet)	\$ 30.00
Additional Outlet Installation (each)	\$ 15.00
Underground Installation (Additional)	\$ 25.00
Relocation of Outlet (Each)	\$ 15.00
Change of Service	\$ 15.00
Transfer to new Residence (if within 30 days of disconnect and within Cablevision area)	\$ 15.00
VCR Hookup (at initial install)	Free
VCR Hookup (after initial install)	\$ 15.00
Custom Installation (each outlet)	\$ 15.00
A/B Switch (each unit)	\$ 10.00
A/B Switch Installation (each)	\$ 25.00
Elective Underground	Cost quoted
Non-Standard Installation	Cost quoted
Unreturned Addressable Converter	\$200.00
Unreturned Non-Addressable Converter	\$100.00
NSF Check Charge	\$ 15.00
Late Payment Charge	\$ 5.00



E X H I B I T B

ACCEPTANCE

The undersigned hereby certifies:

That he/she has been duly authorized pursuant to Partnership Agreement to make this acceptance of the Franchise Renewal contained in this Agreement.

Name Grantee

Cablevision of Chicago

Signature of Affiant

*Irene D. McPhail*

Name of Affiant

Irene D. McPhail

Official Title

General Manager

Date:

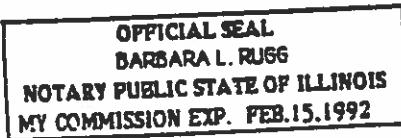
State of Illinois

County fo Cook

Sworn to and subscribed before me this 4th day of December, 1990

*Barbara L. Rugg*  
Notary Public

2/15/92  
Date Commission Expires



The undersigned hereby certifies:

That he/she has been duly authorized pursuant to Village Ordinance to make this acceptance of the Franchise Renewal contained in this Agreement.

Name Grantee

Village of Oak Park

Signature of Affiant

*John F. Philbin*

Name of Affiant

John F. Philbin

Official Title

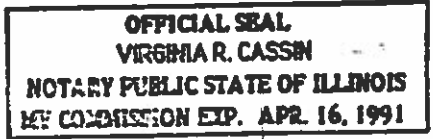
Village President

Date:

Sworn to and subscribed before me this 24th day of August, 1990

*Virginia R. Cassin*  
Notary Public

April 16, 1991  
Date Commission Expires



## E X H I B I T C

Grantee shall establish, construct, install, operate and maintain its system in a manner consistent with all applicable laws, ordinances, construction standards, governmental requirements and FCC technical standards. Grantee through the system shall provide uniform, strong signals which are free from any significant distortion or interference. The system shall be designed, established, constructed, operated and maintained for 24-hour-a-day continuous operation. The system shall produce, for reception on Subscribers' receivers which are in good working order, either monochrome or color pictures (providing the receiver is color capable) which are free from any significant interference, distortion or ghosting which would cause any material degradation of video or audio quality. The Grantee shall maintain its system facility in a manner which will continue to enable it to add new services and associated equipment as they are developed, available and proved marketable to subscribers. The new services and associated equipment will be added to the system facilities when they are determined to be technically reliable and adaptable to the system at a cost to the subscriber that is acceptable in the marketplace.

Grantee shall at all times comply with:

- 1) National Electrical Safety Code (National Bureau of Standards)
- 2) National Electrical Code (National Bureau of Fire Underwriters)
- 3) Bell System Code of Pole Line Construction
- 4) Applicable FCC or other federal, state or local regulations; and
- 5) General Standards

In any event, the system shall not endanger or interfere with the safety of persons or property in the Franchise Area or other areas where Grantee may have equipment located.

Any antenna structure used in the system shall comply with construction, marking and lighting of antenna structures standards as required by federal, state and local laws and regulations.

All working facilities, conditions and procedures that are used during construction, installation, operation and maintenance of the system shall comply with the standards of the Occupational Safety and Health Administration.

RF Leakage shall be checked at reception locations for emergency radio services to prove no measurable interference signal combinations are possible. Stray radiation may be measured adjacent to any aeronautical navigation radio sites to prove no measurable interference to airborne navigational reception in the normal flight pattern. FCC Rules and Regulations shall govern. The system shall cause no measurable interference in TV signal reception to any operating receiver not connected to and serviced by the system.

The company shall construct and maintain its system with full standby power.

The system shall have minimum carrier to noise (C/N) ratios of 45 dB for satellite signals, 44.8dB for off-air signals and 45.5 dB for institutional signals. With the carrier to noise ratio set as specified above, the system shall have minimum composite triple beat (CTB) measured for 35 channels of -53 dB. The harmonic related carrier (HRC) coherence for 51 channels shall enhance the subjective CTB by a least 3 dB. The maximum amplifier cascade shall be 12 trunk amplifiers, 1 bridging amplifier and 2 line extending amplifiers. The Village shall have the right to waive this requirements, or accept appropriate conversions for a coaxial cable system of increased channel capacity or any other related broadband audio/video telecommunications system.

A/CATV-2/OPark.FRA  
GED:ph 8/9/90

**ORIGINAL**

ORDINANCE NO. 2004-0-53  
ORDINANCE GRANTING COMCAST OF ILLINOIS IV, INC.  
A FRANCHISE EXTENSION TO FEBRUARY 28, 2005

WHEREAS, on or about December 4, 1990, Cablevision of Chicago accepted Ordinance No. 1990-0-49, a cable television franchise adopted by the Village of Oak Park, Illinois ("Village"); and

WHEREAS, on July 17, 1995, the Village adopted Ordinance No. 1995-0-50 approving the transfer of the Franchise held by Cablevision of Chicago to Continental Cablevision Acquisitions of Northern Illinois; and

WHEREAS, on October 7, 1996, the Village adopted Ordinance No. 1996-0-71 approving the transfer of the Franchise held by Continental Cablevision Acquisitions of Northern Illinois to U.S. West, Inc.; and

WHEREAS, on October 6, 1997, the Village adopted Ordinance No. 1997-0-47 which amended Ordinance No. 1990-0-49 further clarifying that as of that date the Franchise was held by MediaOne Acquisitions of Northern Illinois, Inc.; and

WHEREAS, on April 5, 1999, the Village adopted Ordinance No. 1999-0-11 consenting to the transfer of control of the Franchise from MediaOne Acquisitions of Northern Illinois, Inc. to TCI Cablevision of Florida, Inc. Ordinance No. 1999-0-11 also incorporated a Transfer Agreement which was executed by the Village and TCI Cablevision of Florida, Inc.; and

WHEREAS, on April 5, 1999, the Village adopted Ordinance No. 1999-0-12 consenting to the change of control of the Franchise to AT&T Corp. Ordinance No. 1999-0-12 also incorporated by reference a Change of Control Agreement by and between the Village, AT&T Corp. and TCI Cablevision of Florida, Inc.; and

WHEREAS, on July 15, 2002, the Village adopted Ordinance No. 2002-0-42 consenting to the change of control of the Franchise to Comcast of Illinois IV, Inc. ("Comcast"); and

WHEREAS, pursuant to Section 47 U.S.C. §546(a) Comcast provided notification to the Village of Comcast's intent to seek renewal of the Franchise under 47 U.S.C. §546(a-g); and

WHEREAS, pursuant to Section 47 U.S.C. §546(a) the Village and Comcast properly commenced franchise renewal proceedings; and

WHEREAS, the Village adopted Ordinance No. 2004-0-19 on May 3, 2004 extending the term of the Franchise until October 10, 2004; and

WHEREAS, Comcast executed said Resolution and agreed to continue complying with the Franchise, as amended by the Ordinance; and

WHEREAS, the Village and Comcast, pursuant to 47 U.S.C. §546(h), are conducting franchise renewal negotiations informally in an attempt to reach a mutually acceptable franchise agreement; and

WHEREAS, the Village is interested in continuing informal discussions and negotiations regarding franchise renewal and desires to extend the current franchise term from October 10, 2004 to February 28, 2005 to allow sufficient time to complete renewal negotiations; and

WHEREAS, both the Village and Comcast desire to expressly reserve all of their respective rights under state and federal law; and

WHEREAS, the Village and Comcast can move forward with formal renewal proceedings pursuant to 47 U.S.C. §546(a-g) at any time in accordance with applicable laws.

NOW, THEREFORE, the Village of Oak Park, Illinois hereby ordains as follows:

1. Pursuant to Section 7(a) of the Franchise, the Franchise is hereby amended to extend the term of the Franchise from October 10, 2004 through and including February 28, 2005 or until the Franchise is renewed, whichever shall first occur.
2. Except as specifically modified hereby, the Franchise, as amended, shall remain in full force and effect.

THIS ORDINANCE shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 18<sup>th</sup> day of October, 2004, pursuant to a roll call vote as follows:

AYES: Trustees Carpenter, Gockel, Johnson, Kostopulos, Milstein  
and Pope and President Trapani

NAYS: None

ABSENT: None

ATTEST:

By: Sandra Sokol

Its: Sandra Sokol, Village Clerk

By: Joanne E. Trapani

Joanne E. Trapani, Village President

Published in pamphlet form on October 22, 2004.

Sandra Sokol  
Sandra Sokol, Village Clerk

ACCEPTANCE AND AGREEMENT

Comcast of Illinois IV, Inc. hereby accepts this Ordinance No. 2004-0-53 ("Ordinance") and agrees to be bound by the terms and conditions of this Ordinance and the lawful terms and conditions of the Franchise referenced within this Ordinance.

Dated this 2<sup>nd</sup> day of Nov., 2004

COMCAST OF ILLINOIS IV, INC.

By: \_\_\_\_\_

As: Vice-President, Govt. Affairs

STATE OF Illinois )  
COUNTY OF Will ) ss.

The foregoing instrument was subscribed and sworn to before me this 2<sup>nd</sup> day of November 2004, by Robert Ryan, the VP Gov. Affairs of Comcast of Illinois IV, Inc.



Maria Cheney  
Notary Public

SEAL

~~3/07/05~~

FRANCHISE EXTENSION for  
COMCAST OF IL IV, INC

ORDINANCE NO. 2005-0-11  
ORDINANCE GRANTING COMCAST OF ILLINOIS IV, INC.  
A FRANCHISE EXTENSION TO AUGUST 31, 2005

WHEREAS, on or about December 4, 1990, Cablevision of Chicago accepted Ordinance No. 1990-0-49, a cable television franchise adopted by the Village of Oak Park, Illinois ("Village"); and

WHEREAS, on July 17, 1995, the Village adopted Ordinance No. 1995-0-50 approving the transfer of the Franchise held by Cablevision of Chicago to Continental Cablevision Acquisitions of Northern Illinois; and

WHEREAS, on October 7, 1996, the Village adopted Ordinance No. 1996-0-71 approving the transfer of the Franchise held by Continental Cablevision Acquisitions of Northern Illinois to U.S. West, Inc.; and

WHEREAS, on October 6, 1997, the Village adopted Ordinance No. 1997-0-47 which amended Ordinance No. 1990-0-49 further clarifying that as of that date the Franchise was held by MediaOne Acquisitions of Northern Illinois, Inc.; and

WHEREAS, on April 5, 1999, the Village adopted Ordinance No. 1999-0-11 consenting to the transfer of control of the Franchise from MediaOne Acquisitions of Northern Illinois, Inc. to TCI Cablevision of Florida, Inc. Ordinance No. 1999-0-11 also incorporated a Transfer Agreement which was executed by the Village and TCI Cablevision of Florida, Inc.; and

WHEREAS, on April 5, 1999, the Village adopted Ordinance No. 1999-0-12 consenting to the change of control of the Franchise to AT&T Corp. Ordinance No. 1999-0-12 also incorporated by reference a Change of Control Agreement by and between the Village, AT&T Corp. and TCI Cablevision of Florida, Inc.; and

WHEREAS, on July 15, 2002, the Village adopted Ordinance No. 2002-0-42 consenting to the change of control of the Franchise to Comcast of Illinois IV, Inc. ("Comcast"); and

WHEREAS, pursuant to Section 47 U.S.C. §546(a) Comcast provided notification to the Village of Comcast's intent to seek renewal of the Franchise under 47 U.S.C. §546(a-g); and

WHEREAS, pursuant to Section 47 U.S.C. §546(a) the Village and Comcast properly commenced franchise renewal proceedings; and

WHEREAS, the Village adopted Ordinance No. 2004-0-53 on October 18, 2004 extending the term of the Franchise until February 28, 2005; and

WHEREAS, Comcast executed said Resolution and agreed to continue complying with the Franchise, as amended by the Ordinance; and

WHEREAS, the Village adopted Ordinance No. 2004-0-19 on May 3, 2004, extending the term of the Franchise until October 10, 2004; and

WHEREAS, Comcast executed said Resolution and agreed to continue complying with the Franchise, as amended by the Ordinance; and

WHEREAS, the Village and Comcast, pursuant to 47 U.S.C. §546(h), are conducting franchise renewal negotiations informally in an attempt to reach a mutually acceptable franchise agreement; and

WHEREAS, the Village is interested in continuing informal discussions and negotiations regarding franchise renewal and desires to extend the current franchise term from February 28, 2005 to August 31, 2005 to allow sufficient time to complete renewal negotiations; and


WHEREAS, both the Village and Comcast desire to expressly reserve all of their respective rights under state and federal law; and

WHEREAS, the Village and Comcast can move forward with formal renewal proceedings pursuant to 47 U.S.C. §546(a-g) at any time in accordance with applicable laws.

NOW, THEREFORE, the Village of Oak Park, Illinois hereby ordains as follows:

1. Pursuant to Section 7(a) of the Franchise, the Franchise is hereby amended to extend the term of the Franchise from February 28, 2005 through and including August 31, 2005 or until the Franchise is renewed, whichever shall first occur.
2. Except as specifically modified hereby, the Franchise, as amended, shall remain in full force and effect.

APPROVED this 7th day of March, 2005.

By:   
Joanne E. Trapani, Village President

ATTEST:

By:   
Its: Sandra Sokol, Village Clerk

Published in pamphlet form on March 15, 2005.

  
Sandra Sokol, Village Clerk



