

**ORDINANCE NO. 83-11**

**ORDINANCE PROVIDING FOR CABLE TV FRANCHISE**

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHAPIN:**

**SECTION I.** There is hereby granted to Chapin Cable T.V., (hereinafter called "Grantee") and to the Grantee's successors and assigns for the term of fifteen (15) years from the date hereof, the right to construct and operate a community antenna and closed-circuit electronic system within the Village of Chapin, Illinois, (hereinafter called "Village"), to furnish and sell the service from such system to the inhabitants of the Village, and to erect and maintain poles within the Village necessary to construct and operate the system.

**SECTION II.** The Grantee shall in the construction and operation of the system in no way interfere with the usual travel and uses of Village streets and public places; shall, wherever possible and feasible, utilize and employ existing utility poles for the construction and operation of the system.

**SECTION III.** It is expressly understood and agreed by and between the Grantee and the Village that the Grantee shall hold the Village harmless from all loss sustained by the Village on account of any suit, judgment, execution, claims, or demand whatsoever, resulting from negligence on the part of the Grantee in the construction, operation, or maintenance of its system in the Village. The Village shall notify the Grantee within thirty (30) days after the presentation of any claim or demand, either by suit or otherwise, made against the Village on account of any negligence as aforesaid on the part of the Grantee.

**SECTION IV.** The Grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places of the Village so as to prevent the branches of such trees from coming into contact with the wires and cables of the Grantee, all trimming to be done under the supervision and direction of the Village and

at the expense and liability of the Grantee.

**SECTION V.** In the event that at any time during the period of the operation of this system the Village shall lawfully elect to alter or change the grade or way of any street, alley or other public way, the Grantee, upon reasonable notice by the Village, shall remove and relocate his poles, wires, cables and other fixtures at his own expense.

**SECTION VI.** If Grantee fails to substantially comply with any of the following terms, the franchise granted hereby shall be revoked upon due notice to Grantee and after hearing before the Board of Trustees:

A. Grantees shall complete installation of all necessary equipment in the Village to provide Cable T.V. service to the Village within 18 months of the date of this Ordinance, including, but not limited to a tower site consisting of a TV antenna tower, an earth station disk, and a suitable building to house related electronic and distribution equipment.

B. Grantee shall ensure that picture quality is maintained at a high level and shall respond promptly to all service calls.

C. The system installed by Grantee shall be a state of the art system with 12 channels expandable to 35 channels and shall include when installed at least two premium entertainment channels, i.e. HBO and CINEMAX. Grantee shall also provide all-band F.M. radio reception.

D. Grantee shall at its sole expense provide service to all public education facilities within the Village.

**SECTION VII. RATES.** The following rate schedule for installation and service shall apply for the first 18 months the service is in operation. Any increases thereafter shall be approved by the Trustees of the Village of Chapin. Grantee shall not request increases more often than annually. The Trustees shall grant all reasonable requests for rate increases. In the event the Trustees deny, in full or in part, two successive

requests for rate increases, the Village and Grantee shall submit to binding arbitration. Each party shall select one arbitrator with the two arbitrators so chosen selecting a third.

**INSTALLATION RATES**

Basic only	\$30.00
Basis, plus either or both "PREMIUM SERVICES"	\$30.00
"PREMIUM SERVICES" after initial installation	\$30.00
Switching to, or adding another "PREMIUM SERVICE"	\$15.00
Extra sets at time of initial installation	\$ 5.00
Extra sets after initial installation	\$15.00
Longer cords, inside moves, changes of address, etc.	\$15.00

However, for requests for service in the first 30 days of system operation, the Grantee shall make no installation charges.

**MONTHLY SERVICE RATES**

Basic only	\$10.95	FOR
Basic plus one "PREMIUM SERVICE"	\$20.90	FIRST
Basic plus both "PREMIUM SERVICES"	\$29.85	SET ONLY
Each additional set	\$ 2.50	

**SECTION VIII.** All ordinances and parts of ordinances in conflict herewith are hereby amended accordingly.

**SECTION IX.** All provisions of this ordinance shall be binding upon the Grantee and all successors, lessees and assigns of the Grantee, whether expressly stated herein or not, and all the rights, authorities, powers, grants and privileges secured by this Ordinance to the Grantee shall be held to inure to the benefit of the Grantee, and all successors, lessees and assigns of the Grantee.

**SECTION X.** The Village shall not during the term of this Ordinance grant a similar franchise to any person, partnership or corporation.

**SECTION XI.** Grantee agrees to contract with the Village regarding additional

specific requirements.

PASSED this 1st day of June, 1983.

*Therese Staake*

Village President

ATTEST:

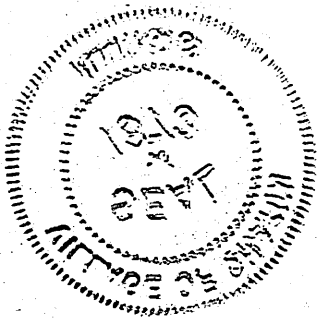
*John Williams*

Village Clerk



(SEAL)

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