

CHAPTER 8

CABLE TELEVISION

ARTICLE I – GENERAL CABLE AGREEMENT

8-1-1 **FRANCHISE – TRIAX.** The agreement between the Village and TRIAX CABLEVISION is as follows:

Section 1.

The Village of Fisher, Illinois, hereinafter called the Village, does grant unto Lake of the Woods CATV, A General Partnership, hereinafter called the Grantee, and its assigns, the non-exclusive right, privilege, franchise and right of way in, under, upon, across and along the streets, alley, avenues and public ways, easements and rights of way, of and within the Village for the purpose of erecting, constructing and maintaining all necessary and convenient tower, antennae, cables, transformers, boosters, signal amplifying apparatus, equipment and appliances to properly locate, construct, maintain, operate and move a television, FM or alternative signal and music service and distributing system within the Village; the Franchise rights herein granted include the right of Grantee to trim the branches of any trees located on or over the streets, alleys, avenues and public ways, easements and rights of way of and within the Village for the purpose of erecting, constructing, maintaining and removing the facilities of Grantee necessary for the furnishing of its television signal service. This franchise shall be for a period of **twenty (20) years** from the effective date of this Code.

Section 2.

It is hereby declared to be the policy of the Village that there should be only **one (1)** pole line system in the Village for electrical, telephone and CATV cable lines. To carry out this policy, Grantee shall design its CATV distribution system so as to utilize the existing pole line system owned by CIPS.

The Grantee shall have the right to set poles of its own within the streets, alleys, avenues, public ways, easements and rights of way within the Village only after securing the consent of the President of the Board of Trustees of the Village which consent shall be denied of, in his judgment, Grantee can utilize the pole line system of the Village. Grantee shall so set its pole and place its cables, wires and appliances so as not to interfere with the ordinary travel and use of the streets, alleys, avenues or public way, easements and rights of way. If, subsequent thereto, the Village extends its pole line system, so that Grantee can attach its cable to Village poles, the Grantee shall, at its expense, remove its pole and attach its cables and equipment to the pole line system of the Village.

If, during the franchise period, the Village shall elect to serve any particular area with underground electrical power, the Grantee shall, at its expense, upon reasonable notice, remove the cables and other equipment from all poles in said area and install its system underground.

Section 3.

That any pavement, sidewalk, or curbing taken up or any and all excavations made by the Grantee shall be done under the supervision and direction of the President and Board of Trustees of said Village under permits issued for work by the proper officials for the Village and shall be made and done in such manner as to give the least inconvenience to the inhabitants of the Village and the public generally, and all such pavements, sidewalks, curbing and excavations shall be replaced and repaired in as good condition as before, with all convenient speed, by and at the expense of the Grantee, who shall at all times make and keep full and complete plats, maps and records showing the exact location of its facilities located within the public ways, streets and alleys of the said Village.

Section 4.

Before Grantee shall commence construction of any part of its antenna system, Grantee shall submit its detailed plans and specifications for such system to the Village Board for approval. After the examination of the plans and specifications for such system, the Village Board shall either approve or disapprove such plans. If the Village Board disapproves such plans and specifications, it shall specify the items it finds objectionable and give the Grantee a reasonable time to correct such items. The Village reserves the right to reasonably regulate the erection, construction and installation of any facility by the Grantee. Grantee further agrees that its system shall be so constructed and maintained as not to interfere with TV or FM radio reception already in existence.

Section 5.

That in the event at any time during the period of this permit said Village shall lawfully elect to alter or change the grade of any streets, alley, or other public ways, the Grantee, upon reasonable notice by the said Village, shall remove, relay and relocate its poles, wires, cable and the ground conduits, manholes and other fixtures at its own expense.

Section 6.

That the Grantee shall at all times during the life of this permit be subject to all lawful exercise of the police power by the Village, and to such reasonable regulation as the Village shall hereafter by resolution or ordinance provide.

Section 7.

The Grantee, after **five (5) working days**, written notice from the Village shall remove or raise or lower its structures temporarily to permit the moving of a building or any other object along a highway; provided that the benefited party or parties shall agree to pay the Grantee the actual cost of effecting such temporary changes in its structures; and, provided further, that, pending the determination of such actual cost, the benefited party or parties shall have deposited with the Grantee an amount equal to the cost as estimated by the Grantee. Should any amount of such deposit remain unexpended, after deducting the actual cost involved, the excess shall be returned to the party making the deposit?

Section 8.

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

Section 9.

The following schedule of charges will be maximum charges by Grantee until the time, if any, further rate increases are authorized by the President of the Board of Trustees of the Village:

Rate Schedule

- (A) **Connection Charges.**
- (1) There shall be no charge for connection of basic cable and **one (1) outlet** within **thirty (30) days** of initial offering through promotional means approved by the Cable Television Committee.
 - (2) After the time defined in (1) for basic cable and with respect to other services of the System:

Basic cable	\$20.00
FM	\$10.00
 - (3) The charge for each outlet after the **one (1) outlet** referred to in (1) shall be the cost of labor (not to exceed **Fifteen Dollars (\$15.00)** per hour) plus materials but in no event more than **Thirty Dollars (\$30.00)**.
 - (4) The charge for a lockable converter shall be the Company's cost plus cost of installation.
 - (5) The total charge for reconnecting a subscriber already wired for reconnection shall not exceed the total sum of **Twenty Dollars (\$20.00)**.
- (B) Monthly Charges for System Services.
- | | |
|---|--------|
| Basic Cable | \$9.00 |
| Home Box Office (Pay Tier 1) | \$8.00 |
| The Movie Channel (Pay Tier 2) | \$9.00 |
| Madison Square Garden, Las Vegas Entertainment Network, Cable News Network (Pay Tier 3) | \$5.00 |

None of the foregoing rates may be increased beyond the maximum schedule set forth above, except through the following procedure:

The Grantee shall notify the Village in writing by registered mail of the proposed rate change in the single-outlet monthly rate. Within **twenty-one (21) days** of the receipt of the registered letter by the Village, the Village must arrange a meeting between the Grantee and the Village to discuss the proposed rate change. If the Village does not agree with the Grantee regarding the rate increase within **fifteen (15) days** of the first meeting with the Grantee, then a Board of Arbitrators shall be composed of **five (5) members, two (2)** to be selected by the Village, **two (2)** to be selected by the Village, **two (2)** to be selected by the Grantee, and the fifth to be selected by the **four (4)** aforementioned representatives on the Board of Arbitrators. Said Board of Arbitrators is to render a decision for or against the rate change after **fifteen (15) days** from the date of their appointment to said Board. Any decision made by such Board of Arbitrators shall be in writing and a copy thereof, duly authenticated, shall be delivered on the day said decision is rendered to each the Grantee and the Village, and shall be binding on all parties concerned.

Section 10.

Grantee agrees to provide without payment of the installation charge or monthly fee, **one (1)** tap or connection to each school building (public or parochial), each church, and to each building owned by the Village, if requested.

Section 11.

Grantee agrees to deliver adequate FM radio signals to each subscriber and to deliver adequate television signals from at least the following channels:

- Channel 9 – Chicago, Illinois – WGN
- Channel 12 – Champaign, Illinois (educational) – PBS
- Channel 3 – Champaign, Illinois – CBS
- Channel 15 – Champaign, Illinois – NBC
- Channel 17 – Decatur, Illinois – ABC
- Channel 17 – Atlanta, Georgia – WTBS
- Entertainment Sports Programming Network
- Christian Broadcast Network
- Nickelodeon: Children’s Programming
- Locally Originated Community Station (Automated News & Weather)

And shall make every effort to extend its service to other channels as rapidly as possible. However, Grantee shall not be deemed to have breached this franchise if it fails to deliver any such signals described above due to cessation of service by the originating stations, either temporarily or permanently.

Section 12.

The Grantee shall pay to the Village for the right, privilege and franchise in connection with the grant an amount equal to **three percent (3%)** of the gross subscriber revenues. Such payment shall be with respect to the gross subscriber revenues for the quarter-year (or in the case of the first quarter-yearly payment, part of a quarter-year as the case may be) preceding January 1, April 1, July 1, and September 1 of each year, such payment to be payable to the Village on or before the **tenth (10th) day** of each respective January, April, July, and September. Each payment shall be accompanied by a statement under oath from an official or representative of the Grantee having the requisite knowledge to make such a statement certifying the gross subscriber revenues upon which the payment is based. This fee is to be based solely on the program service, and shall not include maintenance cost or service cost to the customer.

Section 13.

All facilities and equipment of Grantee shall be constructed and maintained in accordance with the requirements and specifications of the most recent edition of the National Electrical Safety Code, where applicable, and of the ordinances of the Village governing such installations as they may exist from time to time during the term of this franchise. The construction and maintenance of Grantee's facilities shall not interfere unreasonably with the use or maintenance of any facilities or equipment of the Village or of any public utility company in, under, upon, across or along the streets, alleys, avenues and public ways, easements and rights of way. Grantee agrees to indemnify and hold harmless the Village from any and all liability growing out of injury to person or property as a result of its operation under this franchise.

Section 14.

The Grantee shall, at its own expense, defend all suits that may be brought against the Village on account of or in connection with the violation by the Grantee of any of the obligations hereby imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb or property as a result of any of the structures constructed by it under or by virtue of this Code, and shall save and keep harmless the Village from any and all damages, judgments, costs and expenses of every kind, that may arise by reason thereof, the Grantee shall be obligated to defend, or against which the Grantee has hereby agreed to save and keep harmless the Village; and, provided further, that the Village shall furnish to the Grantee all information in its possession relating to said claim or suit, and cooperate with it in the defense of any such claim or suit. The Village may, if it so desires, assist in defending any such claim or suit, but solely under the direction of the Grantee or its attorneys, and the Grantee shall not be required to reimburse the Village for expenses incurred by it in case of an election to assist.

Grantee agrees that it will furnish evidence to the President and Board of Trustees of the Village that it has in force Workmen's Compensation insurance and Public Liability insurance indemnifying itself, any subcontractor, officers and agents against claims for personal injuries or accidental death which may arise from any operations under this franchise, whether such operations by Grantee, Grantee's subcontractor or any person directly or indirectly employed by either. The minimum amount of the insurance provided for in this action shall be **One Hundred Thousand Dollars (\$100,000.00)** for any **one (1) person** the **Three Hundred Thousand Dollars (\$300,000.00)** for any **one (1) accident**. The Grantee shall also take out and maintain property damage insurance in the minimum amount of **Ten Thousand Dollars (\$10,000.00)**. The aforesaid insurance shall be maintained by Grantee as long as Grantee shall operate the said system under the provisions of this Code, and shall be conditioned to fully and completely indemnify and save harmless the Village from any and all actions, claims, suits and demands of whatsoever kind and against all damage of whatever kind arising from or in any way incident to the erection, maintenance and operation of said poles, wires, cables and associated appliances.

Section 15.

Grantee agrees that it will diligently pursue construction of its facilities to the end that all persons residing within the Village and desiring Grantee's service will be offered such service within a reasonable time in accordance with Section 8 herein. Grantee further agrees to commence actual construction of the system herein described within **three hundred sixty (360) days** after issuance of the franchise, and Grantee further agrees to complete construction of the system herein in accordance with Section 8 of this Code no later than **eighteen (18) months** from the date of the issuance of this franchise. Matters beyond the control of Grantee shall be cause for reasonably extending such time limits.

To insure performance by Grantee of the provisions of this Section, Grantee shall provide the Village with a **Twenty-Five Thousand Dollar (\$25,000.00)** Franchise Performance Bond issued by a reliable bonding company or letter of credit, which will assure the Grantee's faithful and diligent performance of the requirements set forth in this paragraph. In the event Grantee meets the construction requirements set forth herein and the system is completed, then the bond or letter of credit shall be returned to the Grantee and cancelled.

Section 16.

No officer or full-time paid employee of Grantee shall engage directly or indirectly in the business of selling or servicing radios or television receivers within the Village during the term of this franchise.

Section 17.

The Grantee, or its successors or assigns hereby agrees that "paid television" shall not be transmitted either voluntarily to customers of this proposed system of cable television under this franchise grant without the prior consent of the President and Board of Trustees of the Village.

Section 18.

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

Upon the termination of this franchise, the Grantee shall remove its posts, poles, television transmission and distribution system and other appurtenances from the streets, lanes, sidewalks, highways, alleys, bridges and other public places in the Village and shall restore such streets, lanes, sidewalks, highways, alleys, bridges, and other public places to their original condition, Grantee shall enter a performance bond in the amount of **Ten Thousand Dollars (\$10,000.00)** to guarantee said removal and restoration.

Section 19.

This franchise shall not be assignable or transferable by Grantee without the written consent of the Village; except this provision shall not restrict nor prohibit the Grantee from reorganizing or changing its legal name or structure, as Grantee may deem necessary to conduct the business contemplated by this franchise. In the event an assignment or transfer is made that requires the Village's consent, the Village shall not arbitrarily or unreasonably withhold its consent.

Section 20.

"Gross subscriber revenues" means those revenues, excluding revenues received as installation charges or damages resulting from personal injury or property damage in connection with the system, received by the Grantee from subscribers.

Section 21.

This franchise shall be accepted by the Grantee in writing on or before the expiration of **thirty (30) days** from the passage of this Code.

Section 22.

Grantee agrees to reserve **one (1) channel** for the use of the Fisher School systems which shall be made available to such systems on a not for profit basis for education TV to be shared on a first come basis.

Section 23.

If Grantee fails to perform any of the covenants herein provided for, for a period of **forty-five (45) days** after receiving written notice from the Village of said breach, the Village shall have the right to terminate Grantee's franchise. Written notice shall be given to Grantee by service on its registered agent or by service at its business in the Village.

Section 24.

The language found in Section 15 of this Code, to-wit: "Matters beyond the control of Grantee shall be cause for reasonably extending such time limit", is construed to mean delays caused by war, national emergency, unavailability of copper, aluminum, or supplies, court order, governmental intervention or severe storm damage to facilities during construction, or labor disputes.

Section 25.

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

Section 26.

The acceptance referred to in this Section shall be accompanied by an acceptance fee in the amount of **Two Hundred Fifty Dollars (\$250.00)** and by the bond, secured by a corporate surety, by cash or its equivalent, or letter of insurability from an insurance company.

Section 27.

At the expiration of the term of the grant the Grantee may be considered by the Village for renewal of the grant or for a grant on new and different terms, conditions and provisions. The Village shall give due consideration to the Grantee's property of such subscriber.

Section 28.

ACCEPTANCE OF FISHER CABLE TELEVISION FRANCHISE.

NOW, this 12th day of February, 1981, the Grantee having been advised by the Village of Fisher, Illinois, that by the Fisher Cable Television Franchise Ordinance passed by the President and Board of Trustees on the 12th day of February, 1981, (the 'ordinance') a franchise according to the provision, term and conditions of the ordinance was granted to the Grantee to establish, construct, operate and maintain a cable television system within the Village of Fisher, the Grantee does hereby accept the franchise, and does hereby agree to comply fully and in all respects with the terms, conditions and provisions of the ordinance.

**ARTICLE II - CABLE/VIDEO SERVICE PROVIDER FEE
AND PEG ACCESS FEE**

8-2-1 **DEFINITIONS.** As used in this Article, the following terms shall have the following meanings:

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

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

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

(1) Gross revenues shall include the following:

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

compensation for promotion or exhibition of any products or services on the holder's network, such as a "home shopping" or similar channel, subject to subsection (i).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8-2-3 PEG ACCESS SUPPORT FEE IMPOSED.

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

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

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

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

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

terminated pursuant to that section. All payments made by an incumbent cable operator pursuant to the previous sentence may be credited against the fees that the operator owed under **Section 8-2-3(B)**.

8-2-4 APPLICABLE PRINCIPLES. All determinations and calculations under this Article shall be made pursuant to generally accepted accounting principles.

8-2-5 NO IMPACT ON OTHER TAXES DUE FROM HOLDER. Nothing contained in this Article shall be construed to exempt a holder from any tax that is or may later be imposed by the Village, including any tax that is or may later be required to be paid by or through the holder with respect to cable service or video service. A State-issued authorization shall not affect any requirement of the holder with respect to payment of the Village's simplified municipal telecommunications tax or any other tax as it applies to any telephone service provided by the holder. A State-issued authorization shall not affect any requirement of the holder with respect to payment of the local unit of government's 911 or E911 fees, taxes or charges.

8-2-6 AUDITS OF CABLE/VIDEO SERVICE PROVIDER.

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

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

8-2-7 LATE FEES/PAYMENTS. All fees due and payments which are past due shall be governed by ordinances adopted by this municipality pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 *et seq.*

(See 220 ILCS 5/21-801)

ARTICLE III - CABLE AND VIDEO CUSTOMER PROTECTION LAW

8-3-1 CUSTOMER SERVICE AND PRIVACY PROTECTION LAW.

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

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

8-3-2 ENFORCEMENT. The Village does hereby pursuant to law declare its intent to enforce all of the customer service and privacy protection standards of the Cable and Video Protection Law with respect to complaints received from residents within the Village.

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

8-3-4 PENALTIES. The Village, pursuant to 220 ILCS 5/70-501(r)(1), does hereby provide for a schedule of penalties for any material breach of the Cable and Video Protection Law by cable or video providers in addition to the penalties provided in the law. The monetary penalties shall apply on a competitively neutral basis and shall not exceed **Seven Hundred Fifty Dollars (\$750.00)** for each day of the material breach, and shall not exceed **Twenty-Five Thousand Dollars (\$25,000.00)** for each occurrence of a material breach per customer.

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

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

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

ARTICLE IV – MEDIACOM ILLINOIS

8-4-1 ANNUAL SERVICE PROVIDER FEE. Mediacom Illinois LLC shall pay an annual service provider fee to the Village in an amount equal to **three percent (3%)** of annual gross revenues derived from the provision of cable or video service to households located within the Village. The **twelve (12) months** period for the computation of the service provider fee shall be a calendar year.

8-4-2 FEE DUE ANNUALLY. The service provider fee payment shall be due annually and payable within **ninety (90) days** after the close of the preceding calendar year. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. If mailed, the fee shall be considered paid on the date it is postmarked.

8-4-3 GROSS REVENUES DEFINED. For purposes of the calculation of the service provider fee, "gross revenue" shall mean consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by Mediacom Illinois, LLC for the operation of its cable system to provide cable or video service within the Village, including the following:

- (A) recurring charges for cable service or video service;
- (B) event-based charged for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges;
- (C) rental of set-top boxes and other cable service or video service equipment;
- (D) service charge related to the provision of cable service or video service, including, but not limited to, activation, installation, and repair charges;
- (E) administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges; and
- (F) late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments.

8-4-4 REVENUES EXCLUDED. For purposes of the calculation of the service provider fee, "gross revenues" shall not include:

- (A) revenues not actually received, even if billed, such as bad debt;
- (B) the service provider fee or any tax, fee or assessment of general applicability;
- (C) any revenues received from services not classified as cable service or video service, including, without limitation, revenue received from telecommunication services, voice over internet protocol (VoIP) services, information services, the provision of directory or Internet advertising, or any other revenues attributed by the holder to noncable service or non-video service in accordance with the holder's books and records and records kept in the regular course of business and any applicable laws, rules, regulations, standards, or orders;
- (D) security deposits collected from subscribers, or
- (E) any amounts paid by subscribers to "home shopping" or similar vendors for merchandise sold through any home shopping channel offered as part of the cable service or video service.