

CITY OF LE ROY
COUNTY OF McLEAN, STATE OF ILLINOIS

ORDINANCE NO. 00-11-01-50

**AN ORDINANCE GRANTING A FRANCHISE TO MEDIACOM ILLINOIS LLC TO
CONSTRUCT AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF
LEROY, MCLEAN COUNTY, ILLINOIS; SETTING FORTH CONDITIONS
ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR
REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR
THE VIOLATION OF ITS PROVISIONS**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS
6th DAY OF November, 2000.

PRESENTED: **November 6th, 2000**

PASSED: **November 6th, 2000**

APPROVED: **November 6th, 2000**

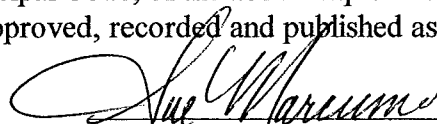
RECORDED: **November 6th, 2000**

PUBLISHED: **November 6th, 2000**

In Pamphlet Form
Voting "Aye" **Six (6)**
Voting "Nay" **None (0)**

The undersigned being the duly qualified and Acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned resolution and that such resolution was presented, passed, approved, recorded and published as above stated.

(SEAL)



City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: November 6, 2000

AN ORDINANCE GRANTING A FRANCHISE TO MEDIACOM ILLINOIS LLC TO CONSTRUCT AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF LE ROY, McLEAN COUNTY, ILLINOIS; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS

The City Council of the City of Le Roy ordains:

STATEMENT OF INTENT AND PURPOSE

The City intends, by the adoption of this Franchise, to bring about the development of a Cable Communications System, and the continued operation of it. Such a development can contribute significantly to the communication needs and desires of many. Further, the City may achieve better utilization and improvement of public services with the development and operation of a Cable Communication System.

Past studies by the "City" have led the way for organizing a means of procuring and securing of Cable Communications System which, in the judgment of the City Council, is best suited to the "City". This has resulted in the preparation and adoption of this Franchise.

FINDINGS

In the review of the Renewal Proposal and application of Mediacom Illinois LLC ("Grantee"). and as a result of a public hearing, the "City" City Council makes the following findings:

1. The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee's plans for constructing, upgrading, and operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The Franchise granted to Grantee by the "City" complies with the existing applicable Illinois Statutes, federal laws and regulations; and
4. The Franchise granted to Grantee is nonexclusive.

SECTION 1.

SHORT TITLE AND DEFINITIONS

1. Short Title. This Franchise Ordinance shall be known and cited as the Cable Communications Ordinance.
2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context,

words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

a. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. & 543(b)(7)(1993).

b. "City" means City of Le Roy, a municipal corporation, in the State of Illinois, acting by and through its City Council.

c. "City Council" means the City's City Council.

d. "Cable Communications System" or "System" means a system of antennas, cables, wires, lines, towers, waveguides, or other conductors, converters, equipment, or facilities located in City and designed and constructed for the purpose of producing, receiving, transmitting, amplifying, or distribution audio, video, and other forms of electronic signals in City.

e. "Cable Programming Service" means any video programming provided over a cable system, regardless of service tier, including installation or rental of equipment used for the receipt of such video programming, other than:

1. Video Programming carried on the Basic Service Tier;
2. Video Programming offered on a pay-per-channel or pay-per-program basis; or
3. A combination of multiple channels of pay-per-channel or pay-per-program video programming offered on a multiplexed or time-shifted basis so long as the combined service:
4. consists of commonly-identified video programming; and
5. is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. & 543(1)(2)(1993) and 47 C.F.R. 97.901(b) (1993).

f. "Cable Communications Service" means the provision of television reception, communications and/or entertainment services and distribution the same over a Cable Communications System. This definition shall not include telephone services regulated pursuant to applicable law and as may be amended from time to time.

g. "Converter" means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

- h. "Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest feeder cable of the System.
- i. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- j. "Grantee" is Mediacom Illinois LLC, its agents and employees, lawful successors, transferees or assignees.
- k. "Gross Revenues" means all revenue received from Basic Cable [and Cable Programming Service]. The term "Gross Revenues" shall not include franchise fees, access operating fees, advertising revenues, any fees itemized and passed through as a result of franchise imposed requirements or any taxes or fees on services furnished by Grantee imposed directly on any Subscriber or user by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.
- l. "Installation" means the connection of the System from feeder cable to the point of connection, including Standard Installations and custom installations.
- m. "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable Communication System.
- n. "Pay Television" means the deliver over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.
- o. "Person" is any person, firm, partnership, association, corporation, company, or their legal entity.
- p. "Standard Installation" means any residential installation which can be completed using Drop of one hundred fifty (150) feet or less.
- q. "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or hereafter held by City.
- r. "Subscriber" means any Person who lawfully receives Cable Television Service. In the case of multiple office buildings or multiple dwelling units, the "Subscriber" means the lessee, tenant or occupant.
- s. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2
GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Franchise Required. It shall be unlawful for any Person to construct, operate or maintain a Cable Communication System in City unless such Person or the Person from whom such action is being taken shall have first obtained and shall currently hold a valid Franchise Ordinance. It shall also be unlawful for any Person to provide Cable Television Service in City unless such Person shall have first obtained and shall currently hold a valid Franchise Ordinance.

2. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.

3. Grant of Nonexclusive Authority.

a. The Grantee shall have the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, alleys, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto in City, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the provision of Cable Communications Service through a Cable Communications System as herein defined. The Cable Communications system constructed and maintained by Grantee or its agents shall not interfere with other uses of Streets. Grantee shall make use of existing poles and other facilities available to Grantee to the extent it is technically and economically feasible to do so.

b. Notwithstanding the above grant to use Streets, no Street shall be used by Grantee if City, in its sole opinion, determines that such use is inconsistent with the terms, conditions, or provisions by which such Street was created or dedicated, or with the present use of the Street.

c. This Franchise shall be nonexclusive, and "City" reserves the right to grant a similar use of said Streets, alleys, public ways and places, to any Person at any time during the period of this Franchise.

d. Grantee shall have the authority to use "City" easements, public rights-of-way, Streets and other conduits for the distribution of Grantee's System, subject to the approval of the street superintendent or other designated representative of "City". The City may require all developers of future subdivisions to allow and accommodate the construction of the System as part of any provisions for utilities to serve such subdivisions.

4. Franchise Term. This Franchise shall be in effect for a period of five (5) years from the date of acceptance by Grantee, unless renewed, revoked or terminated sooner as herein provided.

5. Previous Franchises. Upon acceptance by Grantee as required by Section 13 herein, this Franchise shall supersede and replace any previous Ordinance or Agreement granting a Franchise to Grantee to own, operate and maintain a Cable Communications System within City Ordinance No. 376 is hereby expressly repealed.

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

10. Drops to Public Buildings. Grantee shall provide installation of one (1) cable Drop, one (1) cable outlet, and monthly Basic Cable Service without charge to the following institutions and such other public or educational institutions located within one hundred fifty (150) feet of the System which City may designate:

- A. City of Le Roy City Hall
- B. City of Le Roy Police Department
- C. City of Le Roy Water Plant
- D. City of Le Roy Street Department
- E. Community Fire Protection District
- F. Community Building
- G. Library
- H. All Public School Buildings
- I. Any other City Buildings as requested by City

No redistribution of the free Basic Cable Service provided pursuant to this Section shall be allowed. Additional Drops and/or outlets in any of the above locations will be provided by Grantee at the cost of Grantee's time and material. City is to provide list of locations prior to the signing of the franchise. Alternatively, at the institution's request, said institution may add outlets at its own expense, as long as such installation meets Grantee's standards. Nothing herein shall be construed as requiring Grantee to extend the System to serve additional institutions as may be designated by City. Grantee shall have one (1) year from the date of City Council designation of additional institution(s) to complete construction of the Drop and outlet.

SECTION 3 CONSTRUCTION STANDARDS

1. Construction Codes and Permits.

a. Grantee shall obtain all required permits from City before commencing any construction upgrade or extension of the System, including the opening or disturbance of any Street, or private or public property within City. Grantee shall substantially comply with all state and local laws and building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the System in City and give due consideration at all times to the aesthetics of the property.

b. City shall impose no permit fees upon Grantee given that Grantee pays Franchise Fees pursuant to this Franchise.

c. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and to make such tests at its own expense as it shall find

necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law.

2. Repair of Streets and Property. Any and all Streets or public property or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work, as approved by City in the case of Streets and other public property, which approval shall not be unreasonably withheld. Grantee Shall not be required to repair portions of streets or public property not disturbed or damaged if repairing the disturbed or damaged portion returns the street or public property to the same condition as prevailing prior to Grantee's work. If Grantee shall fail to promptly perform the restoration required herein, City shall have the right to put the streets, public, or private property back into good condition. City reserves its rights to pursue reimbursement for such restoration from Grantee.

3. Conditions on Street Use.

a. Nothing in this Franchise shall be construed to prevent City from construction, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; construction, laying down, repairing, maintaining or relocating any water mains; or construction, maintaining, relocating, or repairing any sidewalk or other public work.

b. All System transmission and distribution structures, lines and equipment erected by the Grantee within City shall be located so as not to obstruct or interfere with the proper use of Streets, alleys and other public ways and places, and to cause minimum interference with the rights of property owners who about any of the said Streets, alleys and other public ways and places, and not to interfere with existing public utility installations.

c. If at any time during the period of this Franchise City shall elect to alter, or change the grade or location of any Street, alley or other public way, the Grantee shall, at its own expense, upon reasonable notice by City, remove the relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance comply with the standards and specifications of City. If City reimburses other occupants of the Street, Grantee shall be likewise reimbursed.

d. The Grantee shall not place poles, conduits, or other fixtures of System above or below ground where the same will interfere with any gas, electric, telephone, water or other utility fixtures and all such poles, conduits, or other fixtures placed in any Street shall be so placed as to comply with all requirements of City.

e. The Grantee shall, on request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.

f. The Grantee shall have the authority to trim any trees upon and overhanging the Streets, alleys, sidewalks, or public easements of City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee.

g. Nothing contained in this Franchise shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities.

h. In any area of the City where there are certain cables, wires and other like facilities of a public utility or public utility district underground and at least one operable cable, wire or like facility of a public utility or public utility district suspended above the ground from poles Grantee may construct and install its cables, wires and other facilities from the same pole with the consent of the owner of the pole.

I. Grantee shall be granted access to any easements granted to a public utility, municipal utility or utility district in any areas annexed by City or new developments.

4. **Erection, Removal and Joint Use of Poles.** No poles, conduits, or other wire-holding structures shall be erected or installed by the Grantee without prior approval of City with regard to location, height, type and other pertinent aspects.

5. **Safety Requirements.**

a. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

b. The Grantee shall install and maintain its System wires, cables, fixtures and other equipment in material compliance with the requirements of the National Electric Safety Code in effect on the date of enactment and all FCC, state and local regulations, and in such manner that they will not interfere with any installations of City or of any public utility serving City.

c. All system structures and all System lines, equipment and connections in, over, under and upon the Streets, sidewalks, alleys, and public ways and places of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of any Person.

SECTION 4 DESIGN PROVISIONS

1. **Operation and Maintenance of System.** The Grantee shall render effective service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruption, to the extent feasible, shall be preceded by notice in accordance with Section 2.9 herein and shall occur during periods of minimum use of the System.

2. Technical Standards. The technical standards used in the operation of the System shall comply with the technical standards promulgated by the FCC relating to cable communications systems pursuant to the Federal Communications Commission's rules and regulations and found in Title 47, Section 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

3. FCC Reports. The results of tests required to be filed by Grantee with the FCC shall also be copied to City.

4. Lockout Device. Upon the request of a Subscriber, Grantee shall provide by sale or lease a Lockout Device.

5. Local Access Channel. Grantee will provide a local access channel for use by City 24 hours a day, seven days a week. This channel shall be configured in the basic cable service lineup. This channel will be controlled by the City locally. Any information or material aired on the local access channel will conform to all federal, state and local requirements.

SECTION 5 SERVICES PROVISIONS

1. Regulation of Service Rates.

a. The City may regulate rates for the provision of cable service, equipment, or any other communications service provided over the System to the extent allowed under federal or state law(s). Should City exercise its jurisdiction to regulate any such rates, City will adhere to regulations adopted by the Federal Communications Commission at 47 C.F.R., 76.900 et seq. as they may be amended from time to time.

b. A list of Grantee's current Subscriber rates and charges shall be maintained on file with City and shall be available for public inspection. Grantee shall give City and Subscribers written notice of any change in a rate or charge no less than thirty (30) days prior to the effective date of the change.

c. In the event that City elects to exercise its jurisdiction over locally regulable rates, it shall, after notice, hold a public hearing for the consideration of views of interested parties with respect to initial rates filed and any subsequent proposed changes in rates.

2. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing its Cable Communications Services within City. Grantee shall have the right to market such services door-to-door during reasonable hours consistent with local ordinances and regulation.

3. Subscriber Inquiry and Complaint Procedures.

- a. Grantee shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests on a twenty-four (24) hour-a-day, seven (7) days-a-week basis.
- b. Grantee shall maintain adequate numbers of telephone lines and personnel to respond in a timely manner to schedule service calls and answer Subscriber complaints or inquiries in a manner consistent with regulations adopted by the Federal Communications Commission at 46 C.F.R. & 76.309.
- c. Subscriber requests for repairs shall be performed, to the extent possible, within twenty-four (24) hours of the request unless conditions beyond the control of Grantee prevent such performance.
- d. Subject to the privacy provisions of 47 U.S.C. & 521 et seq. (1993), City and Grantee shall prepare and maintain written records of all complaints made to them and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee. Grantee shall provide City with a written summary of such complaints and their resolution on a bi-annual basis.

SECTION 6 OPERATION AND ADMINISTRATION PROVISIONS

1. Franchise Fee.

- a. Grantee Shall pay to City a Franchise Fee in an annual amount equal to five percent (5%) of its annual [Gross Revenues; provided, however, that in the event Grantee becomes subject to "effective competition" as that term is defined in 47 U.S.C. & 521.01 et seq., as amended from time to time, and specifically including Open Video Systems (OVS), as defined from time to time by the FCC, and/or Grantee experiences a decrease in the number of Expanded Basic Subscribers in any one year period calculated upon a yearly comparison of the number of Subscribers on December 31st of each year, the Franchise Fee shall, following ninety (90) days written notice to City, be reduced to the level of expenditure at which the competitive provider, if any, is obligated.
- b. Payments due City under this provision shall be payable quarterly. The payment shall be made within thirty (30) days of the end of each quarter, together with a brief report showing the basis for the computation.
- c. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

2. Access to Records. The City shall have the right to inspect, upon reasonable notice, at any time during normal business hours, those records maintained by Grantee which relate to System operations and to Gross Revenues, subject to the privacy provisions of 47 U.S.C. & 521 et seq. ("Cable Act").

3. Reports to be Filed with City. Grantee shall prepare and furnish to City, at the times and in the form prescribed, such reports with respect to the operations, capital investment, affairs, transactions or property, as they relate to the System, which Grantee and City may agree upon.

SECTION 7 GENERAL FINANCIAL AND INSURANCE PROVISIONS

a. The time for Grantee to correct any violation or liability, shall be extended by City if the necessary action to correct such violation or liability is of such a nature or character as to require more than thirty (30) days within which to perform, provided Grantee provided written notice that it requires more than thirty (30) days to correct such violations or liability, commences the corrective action within the thirty (30) days period and thereafter uses reasonable diligence to correct the violation or liability.

b. In the event this Franchise is canceled by reason of default of Grantee or revoked, City shall be entitled to collect from the performance bond that amount which is attributable to any damages sustained by City pursuant to said default or revocation. Grantee, however, shall be entitled to the return of such performance bond, or portion thereof, as remains at the expiration of the term of the Franchise.

c. The rights reserved to City with respect to the performance bond are in addition to all other rights of City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right City may have.

2. Indemnification of City.

a. City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, arising out of or in connection with the construction, operation, maintenance, repair or removal of, or other action or event with respect to the System.

b. Grantee shall indemnify, defend, and hold harmless City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise of the franchise, except claims because of City's own programming.

c. Nothing in this Franchise relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regrading, or changing the line of a Street or public place or with the construction or reconstruction of a sewer or water system.

d. In order for City to assert its rights to be indemnified, defended, and held harmless, City must with respect to each claim:

1. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right;
2. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
3. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph two (2) above.

4. Insurance.

a. As a part of the indemnification provided in Section 8.2, but without limiting the foregoing, Grantee shall file with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of City in its capacity as such, its officers, elected officials, boards, commissions, agents and employees. The policy or policies shall name as additional insured City, and their capacity as such, their officers, agents and employees. The policies of insurance shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000) for personal injury or death of any one Person, and One Million Dollars (\$1,000,000) for personal injury or death of two or more Persons in any one occurrence, Three Hundred Thousand Dollars (\$300,000) for property damage to any one person and One Million Dollars (\$1,000,000) for property damage resulting from any one act or occurrence.

b. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after thirty (30) days' advance written notice have been provided to City.

SECTION 8 REVOCATION OF FRANCHISE

1. City's Right to Revoke

a. In addition to all other rights which City has pursuant to law or equity, City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after the hearing required by Section 9.2(b) herein, it is determined that Grantee has violated any material provision of this Franchise that remains uncured.

b. Procedures for Revocation

c. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee sixty (60) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise.

Together with the notice required herein, City shall provide Grantee with written findings of fact which are the basis of the revocation.

d. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to revocation, which public hearing shall follow the sixty (60) day notice provided in paragraph (a) above. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

e. After the public hearing and upon written determination by City to revoke the Franchise, Grantee may appeal said decision with an appropriate state or federal court or agency.

f. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

g. Upon satisfactory correction by Grantee of the violation upon which said notice was given as determined in the City's sole discretion, the initial notice shall become void.

2. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to City. Grantee may not abandon the System or any portion thereof without compensating City for damages resulting from the abandonment.

SECTION 9 PROTECTION OF INDIVIDUAL RIGHTS

1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex or age. Grantee shall comply at all times with all other applicable federal, state, and City laws, and all executive and administrative orders relating to nondiscrimination.

SECTION 10 UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

1. Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System.

2. Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or government body or agency to willfully interfere, tamper, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever.

3. Penalty. Any firm, Person, group, company, corporation or government body or agency found guilty of violating this section may be fined not less than Twenty Dollars (\$20.00) and the costs of the action nor more than Five Hundred Dollars (\$500.00) and the costs of the action for each and

every subsequent offense. Each continuing day of the violation shall be considered a separate occurrence.

SECTION 11 MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be done in accordance with applicable, federal, state and local laws and regulations.
2. Amendment of Franchise Ordinance. Grantee and City may mutually agree to modify this Franchise at any time.
3. Compliance with Federal, State and Local Laws.
 - a. If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from Performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to state laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.
 - b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.
4. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. Any waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.
5. Administration of Franchise. The City Administrator or other City designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The City may issue such reasonable rules and regulations concerning the construction, operation and maintenance of the system as are consistent with the provisions of the Franchise and law.

6. Rights Cumulative. All rights and remedies given to City by this Franchise shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

7. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes City has the power to make the terms and conditions contained in this Franchise.

SECTION 12 PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

1. Publication; Effective Date. This Franchise shall be published in accordance with applicable law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 13.2.

2. Acceptance.

a. Grantee shall accept this Franchise by executing same. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes.

b. Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

c. Grantee shall accept this Franchise in the following manner:

1. This Franchise will be properly executed and acknowledged by Grantee and delivered to City.

2. With its acceptance, Grantee shall also deliver any grant payments, performance bond and insurance certificates required herein that have not previously been delivered.

PASSED BY THE CITY COUNCIL OF THE CITY OF LE ROY ILLINOIS, UPON
THE MOTION BY DAVE McCLELLAND, SECONDED BY DAWN THOMPSON BY ROLL
CALL VOTE, THIS 6TH DAY OF NOVEMBER, A.D. 2000.

Council members elected 6

Council members present 6

VOTING AYE:

Steve Dean, Dave McClelland, Dawn Thompson, Ron Litherland, Ryan Miles, W.H. Weber

VOTING NAY:

None
(names)

ABSTENT, ABSTAIN, OTHER: None
(names)

[Signature]
City Clerk

APPROVED BY THE MAYOR OF THE CITY OF LE ROY, ILLINOIS, THIS 6TH DAY OF NOVEMBER, A.D., 2000.

Robert Rice
Mayor

(Seal)

ATTEST:
[Signature]
City Clerk

ACCEPTED: THIS FRANCHISE IS ACCEPTED AND WE AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

MEDIACOM ILLINOIS LLC

DATED: March 15, 2001

By: *[Signature]*

TTS: Vice President, Legal Regulatory Affairs

STATE OF ILLINOIS)
) SS:
COUNTY OF MCLEAN)


I, Sue Marcum, do hereby certify that I am the duly qualified and acting City Clerk of the City of Le Roy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE GRANTING A FRANCHISE TO MEDIACOM ILLINOIS LLC TO CONSTRUCT AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF LEROY, MCLEAN COUNTY, ILLINOIS; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS

I do further certify said *ordinance* was adopted by the City Council of the City of Le Roy at a regular meeting on the 6th day of November, 2000, and prior to the making of this certificate the said *ordinance* was on file with the permanent records of said City where it now appears and remains as a permanent record of said *ordinance* in the record books.

Dated this *6th* day of *November*, 2000.



City Clerk

(SEAL)

CERTIFICATE

I, Sue Marcum, certify that I am the duly appointed and acting municipal clerk of the City of Le Roy, of McLean County, Illinois.

I further certify that on **November 6th, 2000**, the Corporate Authorities of such municipality passed and approved Ordinance No. **00-11-01-50**, entitled:

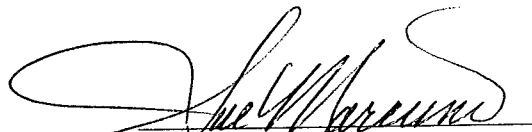
AN ORDINANCE GRANTING A FRANCHISE TO MEDIACOM ILLINOIS LLC TO CONSTRUCT AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF LEROY, MCLEAN COUNTY, ILLINOIS; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. **00-11-01-50**, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on **November 6th, 2000**, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Le Roy, Illinois this 6th day of November, 2000.

(SEAL)


Municipal Clerk