

**CHAPTER 15**  
**VILLAGE FRANCHISE CODES**  
**AND**  
**INTERGOVERNMENTAL AGREEMENTS**

**ARTICLE I: GENERAL**

Sec. 15-0. GENERAL - APPLICABILITY.

The provisions of this Chapter shall apply to all persons in the Village of Orangeville who may be affected by any of the subject matter in this Chapter, to include that person or those persons who implement and/or manage the Village's utility franchise Codes and intergovernmental agreements on behalf of the Village residents.

Sec. 15-1. GENERAL - PURPOSE.

A. The purpose of this Chapter is to establish reasonable, comprehensive, and functional Codes for entering into franchise agreements for the Village regarding the implementation, enforcement, and maintenance/management of the Village's cable television, electrical service, internet service, telephone service, refuse collection, natural gas services, and intergovernmental agreements with Stephenson County, the Orangeville School District, the Orangeville Fire Protection District, and the Jane Addams Trail Commission.

B. It is intended that these Codes shall help protect and preserve the character of the Village with a consideration toward conserving the community's public health, safety, and welfare, while providing the best possible wholesome community environment.

C. The Village Board shall be authorized to initiate and enter into as many franchise and intergovernmental agreements as is deemed necessary and essential for the fulfillment of the intentions of paragraph "B" above.

Sec. 15-2. GENERAL - FILES.

Because of the diversity of the Village's franchise agreements and intergovernmental agreements, and the length of time that these agreements cover, the Village Clerk shall maintain a copy of each in one binder for the Village Board's referral and use. Said binder of agreements shall be periodically updated by the Clerk as changes to any agreement contained therein become available. The Clerk shall make available to any person requesting said binder or any agreement contained therein. Copies of any or all agreements shall be provided at a cost defined in the Village's FOIA reproduction charge sheet.

Sec. 15-3. GENERAL - DEFINITIONS.

For the purposes of this Chapter, the following definitions shall apply to the terminologies indicated whenever they are used in this Chapter, unless the context clearly indicates or requires a different meaning:

**ASSOCIATE DIRECTORS.** The term "Associate Directors," when used herein, shall mean those representatives of the Jane Addams Trail associate membership, appointed as Associate Directors, in accordance with the articles of the Jane Addams Trail Intergovernmental Agreement.

**ASSOCIATE MEMBERS.** The term "Associate Members," when used herein, shall mean that unit of local government or other organization considered by the Jane Addams Trail Commission to be an integral part of the planning, development or operation of the Jane Addams Trail. The Associate Members shall be non-voting representatives acting in an advisory capacity to the Jane Addams Trail Commission.

**BASIC CABLE.** The term "Basic Cable," when used in conjunction with the MediaCom franchise agreement shall mean the lowest priced tier of cable service that includes the retransmission of local broadcast television signals.

**BOARD of DIRECTORS.** The term "Board of Directors," when used herein, shall mean those representatives of the Members, appointed as directors according to the articles of the Jane Addams Trail Intergovernmental Agreement.

**CABLE ACT.** The term "Cable Act," when used in conjunction with the MediaCom franchise agreement, shall mean Title VI of the Communications Act of 1934, as amended.

**CABLE SERVICE.** The term "Cable Service," when used in conjunction with the MediaCom franchise agreement, shall mean (1) the one-way transmission to subscribers of (a) video programming, or (b) other programming service, and (2) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming services.

**CABLE TELEVISION.** The term "Cable Television," when used in conjunction with the MediaCom franchise agreement, shall mean that cable television service provided to the Village by MediaCom.

**ELECTRICAL.** The term "Electrical," when used in conjunction with the ComEd franchise agreement, shall mean that electrical service provided to the Village by the Commonwealth Edison Company (ComEd).

FCC. The term “FCC,” when used in conjunction with the MediaCom franchise agreement, shall mean the Federal Communications Commission, or successor governmental entity thereto.

FRANCHISE AUTHORITY. The term “Franchise Authority,” when used herein, shall mean the Village of Orangeville.

GIS. The term “GIS,” when used in conjunction with the Stephenson County intergovernmental agreement, shall mean Geographical Information Systems, which is a computer software program designed to process and interpret raw data and produce geographical maps and reports based upon the input data.

GRANTEE. The term “Grantee,” when used in conjunction with the MediaCom franchise agreement, shall mean MediaCom Illinois, or its lawful successor, transferee, or assignee thereof.

GROSS REVENUE. The term “Gross Revenue,” when used in conjunction with the MediaCom franchise agreement, shall mean any revenues from the operation of the cable system to provide basic cable services in the service area received by the grantee from subscribers, provided, however, that gross revenues shall not include franchise fees, the FCC User Fee, or any tax, fee or assessment of general applicability collected by the grantee from subscribers for pass-through to a government agency.

INTERGOVERNMENTAL AGREEMENT. The term “Intergovernmental Agreement,” when used herein, shall mean any and all agreements that the Village enters into with any other governmental agency.

INTERNET. The term “Internet,” when used in conjunction with the AEROINC franchise agreement, shall mean that internet service provided to the Village by AEROINC.

JANE ADDAMS TRAIL COMMISSION. The term “Jane Addams Trail Commission,” when used herein, shall mean that intergovernmental agency established by the Jane Addams Intergovernmental Agreement to provide for joint development and management of the Jane Addams Trail.

LESSEE. The term “Lessee,” when used in conjunction with the Jane Addams Trail Intergovernmental Agreement, shall mean the Jane Addams Trail Commission.

LESSOR. The term “Lessor,” shall mean, when used in conjunction with the Jane Addams Trail Intergovernmental Agreement, the Village of Orangeville.

MEMBERS. The term “Members,” when used herein, shall mean those units of government that have primary fiscal and operational responsibility for the development and operation of the Jane Addams Trail.

**NATURAL GAS SERVICE.** The term “Natural Gas Service,” when used in conjunction with the NICOR franchise agreement ,shall mean that natural gas service provided to the Village by the Northern Illinois Gas Company (NICOR).

**PERSON.** The term “Person,” when used herein, shall mean an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

**PUBLIC WAY.** The term “Public Way,” when used herein, shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or right-of-way dedicated for compatible uses now or hereafter held by the franchise authority in the service area which shall entitle the grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the cable system.

**REFUSE COLLECTION.** The term “Refuse Collection,” when used in conjunction with the Gill’s Disposal franchise agreement, shall mean that refuse collection service provided to the Village by Gill’s Freeport Disposal.

**SERVICE AREA.** The term “Service Area” when used in conjunction with the MediaCom franchise agreement, shall mean the present boundaries of the franchise authority, and shall include any additions thereto by annexation or other legal means, subject to any exceptions listed in the agreement.

**STANDARD INSTALLATION.** The term “Standard Installation,” when used in conjunction with the MediaCom franchise agreement, shall mean as one-hundred twenty-five (125) feet from the nearest tap to the subscriber’s terminal.

**SUBSCRIBER.** The term “Subscriber,” when used in conjunction with the MediaCom franchise agreement, shall mean any person who lawfully receives cable service from the cable system with the grantee’s expressed permission.

**Sec. 15-3. GENERAL - SEVERABILITY.**

The articles, paragraphs, sentences, clauses and phrases of this Chapter are severable, and if any phrase, clause, sentence, paragraph or section of this Chapter shall be declared unconstitutional, invalid, or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity, or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Chapter.

**Sec. 15-4 through 15-10. RESERVED.**

## ARTICLE II: FRANCHISE AGREEMENTS.

### Sec. 15-11. MEDIACOM FRANCHISE.

A. The Village of Orangeville has entered into a franchise agreement dated 6 December 2004 with the MediaCom Corporation of Illinois to provide cable service to the Village for a ten (10) year period at no charge to the company. In exchange for this service, MediaCom agrees to provide at no charge (free) to the Village cable service to administrative buildings owned and occupied by the Village, and any fire stations, police stations, and K-12 public schools located in the Village. In addition to the free service, MediaCom further agrees to pay annually to the Village an amount of three-percent (3%) of the annual gross revenue in the form of a franchise fee.

B. Said agreement further defines the authority and rights of MediaCom to conduct its business within the Village; and the rights, authority, and indemnity of the Village in this matter. **This contract will be eligible for renewal on 6 December 2014.**

### Sec. 15-12 through 15-15. RESERVED.

### Sec. 15-16. COMMONWEALTH EDISON FRANCHISE.

A. The Village of Orangeville has entered into a franchise agreement by ordinance dated 1 September 1992 with the Commonwealth Edison Company (COMED) to supply electricity to the Village for a period of fifty-eight (58) years at no charge to the company. In exchange for this service, COMED agrees to provide at no charge (free) to the Village an amount of electricity reasonably necessary for: **(1)** lighting and various other uses in municipal buildings solely occupied for municipal purposes and not for purposes of revenue as may be identified as eligible for such electrical energy by the parties; and **(2)** traffic lights.

B. Said ordinance further defines the authority and rights of COMED to conduct its business within the Village; and the rights, authority, and indemnity of the Village in this matter. **This contract will be eligible for renewal in 2050.**

### Sec. 15-17 through 15-20. RESERVED.

### Sec. 15-21. AEROINC FRANCHISE.

A. In lieu-of a franchise agreement, the Village of Orangeville has entered into a Memorandum of Agreement (MOA) with Aero Group, Inc. on 2 November 2004. Said Agreement defines under specific standards the type of wireless high-speed Internet access Aero Group, Inc., will provide to the Village, and what the Village shall receive in return for allowing said service to be brought into the Village.

B. Said Agreement shall remain in effect for five (5) years and be **subject to renewal on 2 November 2009**. See MOA for additional guidance regarding how the service will be brought into the Village; how the Agreement can be terminated; and liability during installation, maintenance, use, and removal of Aero Group, Inc. equipment.

Sec. 15-22 through 15-25. RESERVED.

Sec. 15-26. NORTHERN ILLINOIS GAS FRANCHISE.

A. The Village of Orangeville has entered into a franchise agreement by ordinance dated 6 October 1986 with the Northern Illinois Gas Company (NICOR) to supply natural gas to the Village for a period of fifty (50) years at no charge to the company. In exchange for this service, NICOR agrees to provide at no charge (free) to the Village an amount of gas not to exceed one thousand, eight hundred (1,800) therms to be used in municipal buildings for municipal purposes. Said amount may be increased on a basis of three (3) therms per person over a census count of 508. Application for increase shall be made in compliance with the guidelines in the adopted ordinance.

B. Said ordinance further defines the authority and rights of NICOR to conduct its business within the Village; and the rights, authority, and indemnity of the Village in this agreement. **This contract will be eligible for renewal in 2036.**

Sec. 15-27 through 15-30. RESERVED.

Sec. 15-31. GILL'S FRANCHISE.

A. The Village of Orangeville has entered into a franchise agreement by ordinance dated 1 January 2009 with Gill's Freeport Disposal, Inc to provide pickup and hauling of garbage and trash, known as "municipal solid waste (M.S.W.)" from residential and certain commercial properties within the Village (see Agreement on file).

B. Said agreement, dated 1 January 2009, shall provide conditions for both the hauler and the Village and include stipulations regarding types of M.S.W., rates and increases, frequency of pickup, restrictions, requirements, bags and stickers, reports, invoices, insurance, fuel surcharges, and recycle containers.

C. Said agreement shall also define the term of agreement, cancellation, and **renewal on 1 January 2014.**

Sec. 15-32 through 15-35. RESERVED.

Sec. 15-36. VERIZON FRANCHISE.

A copy of the Verizon (telephone) franchise agreement is not available.

Sec. 15-37 through 15-40. RESERVED.

**ARTICLE III: INTERGOVERNMENTAL AGREEMENTS.**

Sec. 15-41. ORANGEVILLE SCHOOL DISTRICT AGREEMENT.

The Village of Orangeville has entered into two intergovernmental agreements with the Orangeville Community School District #203.

A. The first was entered into on 17 August 1998. Said Agreement stipulates that a specific portion of a certain road on school property is set aside as a public roadway. Said Agreement further stipulates that the Village of Orangeville shall pay to the District a sum of one-dollar (\$1.00) in compensation for the stipulation described.

B. The second Agreement was entered into on 8 September 2009. Said Agreement stipulates that because both of the Village's Tax Increment Financing (TIF) Redevelopment Plans are located within the District, said District shall be entitled, by application, to request reimbursement of certain capital costs which have been incurred as a result of the Village's redevelopment projects/plans. Said Agreement further stipulates that the Village of Orangeville shall be authorized to reimburse to the District from the incremental revenues derived from the Village's TIF, all or any portion of the requested reimbursement. (See Agreement for standards of approval and guidelines for requesting.)

Sec. 15-42. ORANGEVILLE FIRE PROTECTION DISTRICT AGREEMENT.

A. The Village of Orangeville has entered into an intergovernmental agreement with the Orangeville Fire Protection District on 8 September 2009. Said Agreement stipulates that because both of the Village's Tax Increment Financing (TIF) Redevelopment Plans are located within the District, said District shall be entitled, by application, to request reimbursement of certain capital costs which have been incurred as a result of the Village's redevelopment projects/plans.

B. Said Agreement further stipulates that the Village of Orangeville shall be authorized to reimburse to the District from the incremental revenues derived from the Village's TIF, all or any portion of the requested reimbursement. (See Agreement for standards of approval and guidelines for requesting.)

Sec. 15-43 through 15-45. RESERVED.

Sec. 15-46. JANE ADAMS TRAIL AGREEMENT.

A. The Village of Orangeville, in accordance with Ordinance 9-7-99, has entered into an intergovernmental agreement with the Jane Addams Trail Commission on 7 September

1999. Said agreement makes available to the Commission by lease for a period of ninety-nine (99) years a specific tract of Village property, measuring more or less fifty (50) acres in size, for the purpose of creating a public recreational area.

B. In exchange for leasing the property to the Commission, the Village agrees to accept an annual rental fee of one-dollar (\$1.00). The lease agreement, dated 24 July 2000, with amendments dated 25 October 2004, further stipulates terms for both parties regarding land use, utilities, repairs and maintenance, electrical service, non-liability, indemnity, insurance, assignments, default, fees, waivers, condemnation, compliance, termination, and other stipulations.

C. Said initial term of lease shall end on 1 July 2103 at which time **an automatic annual renewal clause shall commence.**

Sec. 15-47 through 15-50. RESERVED.

Sec. 15-51. STEPHENSON COUNTY AGREEMENT.

A. The Village of Orangeville has entered into an intergovernmental agreement with Stephenson County to participate in the County's Geographical Information System (GIS) on December 4<sup>th</sup>, 2006. Per the stipulations of the agreement, the Village agrees to provide to the County all essential information necessary for the County to be able to build its electronic GIS database about the Village.

B. In exchange for participating in the program, Stephenson County agrees to provide to the Village, upon request, appropriate data in the form of maps and reports generated by the County that will enable the Village to utilize the capabilities of the GIS in the conduct of applicable operations. Said agreement shall not be for a specified term and is considered to be open-ended for the benefit of both parties.

Sec. 15-52. ORANGEVILLE COMMUNITY DEVELOPMENT CORPORATION AGREEMENT.

A. The Village of Orangeville, in accordance with Ordinance \_\_\_?\_\_\_, has entered into an Intergovernmental Agreement with the Orangeville Community Development Corporation. The agreement, dated 5 September 2003, is a lien against certain properties identified in the Agreement's Exhibit 1.

B. Said agreement shall be considered to be in effect until said lien conditions have been fulfilled in accordance with the conditions of the agreement to the satisfaction of the parties concerned.

Sec. 15-53 through 15-98. RESERVED.

#### **ARTICLE IV: PENALTY**

Sec. 15-99. PENALTY - NOT APPLICABLE.

No penalty clause shall be applied to this Chapter as there are no Codes contained herein subject to violation.