

RESOLUTION NUMBER 16 - 09

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE
CABLE FRANCHISE AGREEMENT BETWEEN
COMCAST OF NORTHERN ILLINOIS, INC
AND THE VILLAGE OF EAST DUNDEE**

WHEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, it is deemed necessary and desirable for the Village of East Dundee to authorize the Execution of the Cable Franchise Agreement between the Village of East Dundee and Comcast of Northern Illinois, Inc.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. That the Village of East Dundee adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the execution of a contract between the Village of East Dundee and Comcast of Northern Illinois, Inc., a copy of which is attached hereto and made a part hereof.

Section Two. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Three. Repeal. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section Four. Publication. This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 6th day of April, 2009, pursuant to a roll call vote as follows:

AYES: Ruffalo, Gorman, Carlini, Lynum,
Cichowski, Mahony, Pres. O'Leary

NAYES: _____

ABSENT: _____

Approved by me this 6th day of April, 2009.

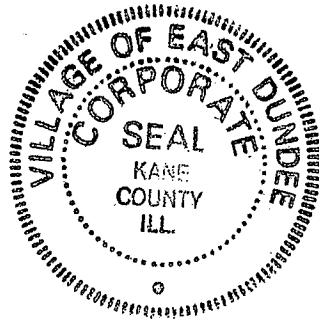
Dan O'Leary
DAN O'LEARY, President

Published in pamphlet form this 8th day of April, 2009, under the authority of the President and Board of Trustees.

ATTEST:

Susan Norton
SUSAN NORTON, Village Clerk

Recorded in the Village Records on April 8, 2009.



CABLE TELEVISION FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between Village of East Dundee (hereinafter, "Village") and Comcast of Northern Illinois, Inc. (hereinafter, "Grantee"), this 6th day of April, 2009 (hereinafter, the "Effective Date").

The Franchising Authority, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority and shall be governed by the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 *et seq.* (the "Cable Act").

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

1.1. "Cable Operator" means any Person or group of Persons, (A) who provides Cable Services over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a cable system.

1.2. "Cable Service" means the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

1.3. "Cable System" or "System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Public Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) of the Cable Act) to the extent that such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.4. "Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel (as television channel is defined by the Federal Communications Commission).

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1.5. “Corporate Authorities” means the Mayor and Board of Trustees of the Village of East Dundee, Illinois.

1.6. “Customer” or “Cable subscriber” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

1.7. “FCC” means the Federal Communications Commission, established by the Communications Act of 1934, as amended, and shall include any successor agency.

1.8. “Franchise” means initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.9. “Franchise Area” means the present legal boundaries of the Village of East Dundee as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.10. “Franchise Fee” includes any tax, fee, or assessment of any kind imposed by the Village or other governmental entity on a Cable Operator or Cable Subscriber, or both, solely because of their status as such. The term “franchise fee” does not include:

A. Any tax, fee, or assessment of general applicability (including any such tax, fee or assessment imposed on both utilities and Cable Operators or their services, but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers);

B. Capital costs which are required by the Franchise to be incurred by the Cable Operator for Public, Educational, or Governmental Access Facilities;

C. Requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or

D. Any fee imposed under Title 17, United States Code.

1.11. “Franchising Authority” means the Corporate Authorities of the Village of East Dundee, Illinois.

1.12. “Grant” means the right, privilege and franchise provided through this Agreement.

1.13. “Grantee” means Comcast of Northern Illinois, Inc.

1.14. “Gross Revenues” means all revenue received by the Grantee from and in connection with the operation of the Grantee’s Cable System to provide Cable Service in the Village, calculated in accordance with generally accepted accounting principles (GAAP). As used in the Agreement, Gross Revenues shall include but is not limited to, monthly fees charged Subscribers for basic Cable Service; any expanded tiers of Cable Service; optional premium and pay-per-view Cable Services; Cable Service Installation, reconnection, and change-in-Service fees; Cable Service converter and remote control rental fees; revenues from sales of Cable Service Converters or other Cable System equipment; advertising and home shopping revenues; and revenues from program guides. Gross Revenues shall also include such other revenue sources directly related to Cable Service delivered over the Cable System as may hereafter develop, provided that such revenues, fees, receipts, or charges are deemed lawful and to be

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included in the Gross Revenue base for purposes of computing the Village's permissible Franchise Fee under the Cable Act, as amended from time to time.

Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to City of Dallas, Texas v. FCC., 118 F.3d. 393 (5th Cir. 1997) and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena" case, Texas Coalition of Cities for Utility Issues v. FCC., 324 F.3d. 802 (5th Cir. 2003).

Gross Revenues shall not include bad debt, refundable deposits, investment income nor any taxes, fees, or assessments which are imposed directly upon any Subscriber by any governmental unit and which are collected by the Grantee on behalf of said governmental unit. The Franchise Fee is not such a tax.

1.15. "Person" means any natural person, firm, partnership, limited partnership, association, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Village.

1.16. "Public Right-of-Way" means any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including utility easements and easements dedicated for compatible uses, in which the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. "Public Right-of-Way" or "Public Right(s)-of-Way(s)" shall not include any real or personal Village property that is not described in the preceding sentence and shall not include Village buildings, fixtures, and other structures or improvements, regardless of whether they are situated in the Public Right-of-Way.

1.17. "Village" means the Village of East Dundee.

SECTION 2 - Grant of Authority

2.1. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Right-of-Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Right-of-Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.3. Acceptance. The Franchise as well as all rights, privileges, obligations and authority granted therein shall become effective upon the authorization of the corporate authorities of the Village for the execution of this Agreement, and the parties' execution of said Franchise Agreement.

2.4. Franchise Renewal. Consideration by the Village of a request for franchise renewal shall be in accordance with the procedures, criteria and requirements set forth in Section 626 of the Cable Communications Policy Act of 1984, as amended, (47 U.S.C. §546) which is incorporated herein as though fully set forth.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any

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description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Right-of-Ways.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. Generally. Construction and maintenance of the Cable System shall be in accordance with this Agreement and the Village's generally applicable Right-of-Way Ordinance governing construction of utility facilities in the Public Right-of-Way. The Grantee shall comply with all applicable FCC technical standards as set forth in 47 U.S.C §76, Subpart K. Upon written request, the Grantee shall provide the Village with proof of its continuing performance in accordance with said specifications in order to determine compliance with the FCC technical standards.

3.2. New Grades or Lines. If the grades or lines of any Public Right-of-Way within the Franchise Area are changed pursuant to action of the Village at any time during the term of this Franchise Agreement, then the Grantee shall, upon a minimum of ten (10) business days advance written notice from the Village and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Right-of-Way for the purpose of defraying the cost of any of the foregoing, the Village shall notify Grantee of such funding and make available such funds to the Grantee.

3.3. Relocation at request of Third Party. The Grantee shall, upon a minimum ten (10) business days prior written request of any Person holding a permit issued by the Village to move any structure, temporarily move its wires to permit the moving of such structure; provided the Grantee may impose and require to be paid in advance a reasonable charge on any Person for the movement of its wires.

3.4. Undergrounding and Beautification Projects. In the event all users of the Public Right-of-Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the Village or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Right-of-Way.

SECTION 4 - Customer Service Standards and Privacy Protection

4.1. Customer Service Standards. Grantee and the Village acknowledge that the customer service standards are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement of such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

4.2. Privacy Protection. Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

4.3. Programming Services. The Grantee agrees to provide cable programming services in the following broad categories:

News and Information	Educational
Children's	Ethnically diverse programming
Sports	General Entertainment
Arts, Culture and Performing Arts	Family oriented programming
Weather	

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4.4. Service to School Buildings. The Village and the Grantee acknowledge that service to school buildings is included in 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to each State accredited K-12 public and private school, not including “home schools,” located in the Franchise Area within one hundred twenty five feet (125) of the Grantee’s distribution cable.

4.5 Service to Governmental Facilities. The Village and the Grantee acknowledge that service to governmental buildings is included in 220 ILCS 5/70-501(f), whereby the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to each municipal building located in the Franchise Area within one hundred twenty five (125) feet of Grantee’s distribution cable. “Municipal buildings” are those buildings owned or leased by the Village for government administrative purposes, and shall not include buildings owned by Village but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6 Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

SECTION 5 - Oversight and Regulation by Village

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of Franchise Fees than the franchise or similarly-purposed fee paid by any other video service provider providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

5.1.1. Any Franchise Fee payment described in Section 5.1 above which remains unpaid in whole or in part, after the date specified therein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments with interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, computed daily from time due until paid. Any undisputed overpayments made by Grantee shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.2. If at any time during the term of this Franchise, the Village is authorized to collect an amount in excess of the currently permissible maximum Franchise Fee of five percent (5%) of Gross Revenues, then the Village may by Ordinance unilaterally amend this Franchise, as long as doing so is competitively neutral. Said ordinance shall be adopted only after a public hearing, and shall provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the Village hereunder. The Grantee shall be provided at least ninety (90) days prior written notice from the Village of such amendment.

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5.2. Village's Right of Inspection and Audit.

5.2.1. Grantee shall maintain books of account and records adequate to enable Grantee to demonstrate that it is in compliance with the obligation to pay the fees described in Section 5.1 of this Agreement with respect to Cable Service. Grantee shall not be required to maintain books and records for compliance purposes under this Agreement for a period longer than two (2) years.

5.2.2. The Village shall have the right on thirty (30) days written notice during normal business hours at Grantee's principal business office, to inspect the Grantee's financial records to audit and to recompute any amounts determined to be payable in satisfaction of the fees described in Section 5.1 of this Agreement with respect to Cable Service. Any undisputed additional amount due to the Village as a result of the audit shall be paid by Grantee within thirty (30) days after Grantee receives a written notice from the Village. The notice that the Village sends to Grantee shall include a copy of the audit report. If a dispute exists relating to any amount owed, the parties shall meet to discuss the dispute in detail. Grantee shall have the opportunity to rebut any audit findings and present written objections to Village's findings within a reasonable time after receipt of audit findings. Grantee shall pay the cost of the audit if the Village determines that the annual payment to the Village for the preceding year of fees described in Section 5.1 of this Agreement with respect to Cable Service is thereby increased by more than five percent (5%).

5.3. Acceptance by Village. No acceptance of any payment by the Village shall be construed as a release or as an accord and satisfaction of any claim the Village may have for further or additional sums payable or for the performance of any other obligations of the Grantee; provided, however, that upon completion of an audit as provided for in Section 5.2, the Village shall have no further rights to audit or challenge the payment for the audited period.

5.4. For payments made pursuant to this Section 5, interest shall only apply to delinquent payments that are solely attributable to the actions of the Grantee. Therefore, where information or data that would be germane to the Grantee's ability to collect, calculate or remit the correct payment is within the control of the Village, and the Grantee has made reasonable efforts to effect an accurate calculation of the payment, then in the event of a delinquent or corrective payment being made no interest shall apply to any such payments.

SECTION 6 – Insurance and Indemnification

6.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Village certificates of insurance in accordance with the Village's generally applicable Right of Way Ordinance.

6.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, in accordance with the Village's Generally applicable Right of Way Ordinance.

6.3. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the Village, its officers, employees and agents.

SECTION 7 – Channels for Public, Educational, or Governmental Use

7.1 PEG Capacity. Grantee shall provide capacity for the Village's noncommercial public, educational and governmental ("PEG") programming through one channel on the Grantee's Cable System. Grantee may offer Village's PEG programming on its Basic Digital Tier of service. The Village's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

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7.2. EG Capital Fee. At its sole discretion, the Village may designate educational and government access capital projects to be funded by the Village. During the term of this Agreement, the Village may make one (1) written request for the Grantee to collect and make payments for Educational or Governmental Access Facilities pursuant to Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). Any such request shall be for a sum of not more than twenty-five cents (\$0.25) per customer per month, and shall include a plan for the intended utilization of the requested EG capital funds and the duration of the time over which such payments shall be collected and made (the "Plan and Request"). Said Plan and Request shall be subject to review by the Grantee and may be rejected by the Grantee in the event the Grantee reasonably determines the amount of the requested monies or the planned uses thereof are for purposes other than PEG access capital projects. The Grantee shall collect the EG access capital external charge over a period as is mutually agreed upon in writing, and shall make the EG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The capital payments shall be expended for EG facilities and equipment. Said Capital EG Fee shall be imposed within one hundred twenty days (120) of the Village's written request for a Capital EG Fee. The City's Plan and Request shall include a statement that the Capital EG Fee is needed for Educational and/or Government Access Channel facilities or equipment.

7.3. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from Schools and/or Village facilities; or at such time that the Village determines that it wants to change or upgrade a location from which PEG access programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

SECTION 8 – Transfer of Cable System or Franchise or Control of Grantee

8.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 9 - Enforcement and Termination of Franchise

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

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9.3. Enforcement. Subject to applicable federal and state law, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

SECTION 10 – Competitive Equity

10.1. In the event the Village grants an additional Franchise to use and occupy the public right-of-way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute as amended from time to time, 65 ILCS 5/11-42-11.

10.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall promptly serve or require to be served a copy of such application to the Grantee by registered or certified mail or via nationally recognized overnight courier service.

10.3. Pursuant and in addition to the East Dundee Village Code, during the term of this Franchise Agreement and any extension or renewal thereof, no application fee or Security Fund shall be required of the Grantee for any permit required by the Village; provided, however that Grantee shall have timely made all payments to the Village pursuant to Section 5.1 of this Franchise.

SECTION 11 - Miscellaneous Provisions

11.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

11.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of East Dundee
120 Barrington Avenue
East Dundee Illinois 60118
ATTN: Village Administrator

To the Grantee:

Comcast
1500 McConnor Parkway
Schaumburg Illinois 60173
ATTN: Dir. of Government Affairs

11.3. Entire Agreement. This Franchise Agreement, embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

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11.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

11.5. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate resolution or order by the Village, as required by applicable law.

11.6. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

11.7. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, the Village or Grantee may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below:

For the Village of East Dundee:

By: Daniel O'Leary
Name: Daniel O'Leary
Title: Village President
Date: 4/6/2009

For Comcast of Northern Illinois, Inc.:

By: Brian Sullivan
Name: Brian Sullivan
Title: VP
Date: 5/11/09