

1 AN ACT concerning cable television.

2 Be it enacted by the People of the State of Illinois,
3 represented in the General Assembly:

4 Section 5. The Counties Code is amended by changing
5 Section 5-1096 as follows:

6 (55 ILCS 5/5-1096) (from Ch. 34, par. 5-1096)

7 Sec. 5-1096. Community antenna television systems;
8 interference with and payment for access.

9 (a) In any instance in which a county has granted a
10 franchise to any community antenna television company to
11 construct, operate or maintain a cable television system
12 within a designated franchise area, no property owner,
13 condominium association, managing agent, lessee or other
14 person in possession or control of any residential building
15 located within such designated franchise area shall forbid or
16 prevent any occupant, tenant or lessee of any such building
17 from receiving cable television service from such franchisee,
18 nor demand or accept payment from any such occupant, tenant
19 or lessee in any form as a condition of permitting the
20 installation of cable television facilities or the
21 maintenance of cable television service in any such building
22 or any portion thereof occupied or leased by such occupant,
23 tenant or lessee, nor shall any such property owner,
24 condominium association, managing agent, lessee or other
25 person discriminate in rental charges or otherwise against
26 any occupant, tenant or lessee receiving cable service;
27 provided, however, that the owner of such building may
28 require, in exchange and as compensation for permitting the
29 installation of cable television facilities within and upon
30 such building, the payment of just compensation to be paid by
31 the cable television franchisee which provides such cable

1 television service, said sum to be determined in accordance
2 with the provisions of subparagraphs (c) and (d) hereof, and
3 provided further that the cable television franchisee
4 installing such cable television facilities shall agree to
5 indemnify the owner of such building for any damage caused by
6 the installation, operation or removal of such cable
7 television facilities and service.

8 No community antenna television company shall install
9 cable television facilities within a residential building
10 pursuant to this subparagraph (a) unless an occupant, tenant
11 or lessee of such residential building requests the delivery
12 of cable television services.

13 (b) In any instance in which a county has granted a
14 franchise to any community antenna television company to
15 construct, operate or maintain a cable television system
16 within a designated franchise area, no property owner,
17 condominium association, managing agent, lessee or other
18 person in possession and control of any improved or
19 unimproved real estate located within such designated
20 franchise area shall forbid or prevent such cable television
21 franchisee from entering upon such real estate for the
22 purpose of and in connection with the construction or
23 installation of such cable television system and cable
24 television facilities, nor shall any such property owner,
25 condominium association, managing agent, lessee or other
26 person in possession or control of such real estate forbid or
27 prevent such cable television franchisee from constructing or
28 installing upon, beneath or over such real estate, including
29 any buildings or other structures located thereon, hardware,
30 cable, equipment, materials or other cable television
31 facilities utilized by such cable franchisee in the
32 construction and installation of such cable television
33 system; provided, however, that the owner of any such real
34 estate may require, in exchange and as compensation for

1 permitting the construction or installation of cable
2 television facilities upon, beneath or over such real estate,
3 the payment of just compensation by the cable television
4 franchisee which provides such cable television service, said
5 sum to be determined in accordance with the provisions of
6 subparagraphs (c) and (d) hereof, and provided further that
7 the cable television franchisee constructing or installing
8 such cable television facilities shall agree to indemnify the
9 owner of such real estate for any damage caused by the
10 installation, operation or removal of such cable television
11 facilities and service.

12 (c) In any instance in which the owner of a residential
13 building or the owner of improved or unimproved real estate
14 intends to require the payment of just compensation in excess
15 of \$1 in exchange for permitting the installation of cable
16 television facilities in and upon such building, or upon,
17 beneath or over such real estate, the owner shall serve
18 written notice thereof upon the cable television franchisee.
19 Any such notice shall be served within 20 days of the date on
20 which such owner is notified of the cable television
21 franchisee's intention to construct or install cable
22 television facilities in and upon such building, or upon,
23 beneath or over such real estate. Unless timely notice as
24 herein provided is given by the owner to the cable television
25 franchisee, it will be conclusively presumed that the owner
26 of any such building or real estate does not claim or intend
27 to require a payment of more than \$1 in exchange and as just
28 compensation for permitting the installation of cable
29 television facilities within and upon such building, or upon,
30 beneath or over such real estate. In any instance in which a
31 cable television franchisee intends to install cable
32 television facilities as herein provided, written notice of
33 such intention shall be sent by the cable television
34 franchisee to the property owner or to such person,

1 association or managing agent as shall have been appointed or
2 otherwise designated to manage or operate the property. Such
3 notice shall include the address of the property, the name of
4 the cable television franchisee, and information as to the
5 time within which the owner may give notice, demand payment
6 as just compensation and initiate legal proceedings as
7 provided in this subparagraph (c) and subparagraph (d). In
8 any instance in which a community antenna television company
9 intends to install cable television facilities within a
10 residential building containing 12 or more residential units
11 or upon, beneath, or over real estate that is used as a site
12 for 12 or more manufactured housing units, 12 or more mobile
13 homes, or a combination of 12 or more manufactured housing
14 units and mobile homes, the written notice shall further
15 provide that the property owner may require that the
16 community antenna television company submit to the owner
17 written plans identifying the manner in which cable
18 television facilities are to be installed, including the
19 proposed location of coaxial cable. Approval of those plans
20 by the property owner shall not be unreasonably withheld and
21 the owners' consent to and approval of those plans shall be
22 presumed unless, within 30 days after receipt thereof, or in
23 the case of a condominium association, 90 days after receipt
24 thereof, the property owner identifies in writing the
25 specific manner in which those plans deviate from generally
26 accepted construction or safety standards, and unless the
27 property owner contemporaneously submits an alternative
28 construction plan providing for the installation of cable
29 television facilities in an economically feasible manner.
30 The community antenna television company may proceed with the
31 plans originally submitted if an alternative plan is not
32 submitted by the property owner within 30 days, or in the
33 case of a condominium association, 90 days, or if an
34 alternative plan submitted by the property owner fails to

1 comply with generally accepted construction and safety
2 standards or does not provide for the installation of cable
3 television facilities in an economically feasible manner. For
4 purposes of this subsection, "mobile home" and "manufactured
5 housing unit" have the same meaning as in the Illinois
6 Manufactured Housing and Mobile Home Safety Act.

7 (d) Any owner of a residential building described in
8 subparagraph (a), and any owner of improved or unimproved
9 real estate described in subparagraph (b), who shall have
10 given timely written notice to the cable television
11 franchisee as provided in subparagraph (c), may assert a
12 claim for just compensation in excess of \$1 for permitting
13 the installation of cable television facilities within and
14 upon such building, or upon, beneath or over such real
15 estate. Within 30 days after notice has been given in
16 accordance with subparagraph (c), the owner shall advise the
17 cable television franchisee in writing of the amount claimed
18 as just compensation. If within 60 days after the receipt of
19 the owner's claim, the cable television franchisee has not
20 agreed to pay the amount claimed or some other amount
21 acceptable to the owner, the owner may bring suit to enforce
22 such claim for just compensation in any court of competent
23 jurisdiction and, upon timely demand, may require that the
24 amount of just compensation be determined by a jury. Any such
25 action shall be commenced within 6 months of the notice given
26 by the cable television franchisee pursuant to subparagraph
27 (c) hereof. In any action brought to determine such amount,
28 the owner may submit evidence of a decrease in the fair
29 market value of the property occasioned by the installation
30 or location of the cable on the property, that the owner has
31 a specific alternative use for the space occupied by cable
32 television facilities, the loss of which will result in a
33 monetary loss to the owner, or that installation of cable
34 television facilities within and upon such building or upon,

1 beneath or over such real estate otherwise substantially
2 interferes with the use and occupancy of such building to an
3 extent which causes a decrease in the fair market value of
4 such building or real estate.

5 (e) Neither the giving of a notice by the owner under
6 subparagraph (c), nor the assertion of a specific claim, nor
7 the initiation of legal action to enforce such claim, as
8 provided under subparagraph (d), shall delay or impair the
9 right of the cable television franchisee to construct or
10 install cable television facilities and maintain cable
11 television services within or upon any building described in
12 subparagraph (a) or upon, beneath or over real estate
13 described in subparagraph (b).

14 (f) Notwithstanding the foregoing, no community antenna
15 television company shall enter upon any real estate or rights
16 of way in the possession or control of any public utility,
17 railroad or owner or operator of an oil, petroleum product,
18 chemical or gas pipeline to install or remove cable
19 television facilities or to provide underground maintenance
20 or repair services with respect thereto, prior to delivery to
21 the public utility, railroad or pipeline owner or operator of
22 written notice of intent to enter, install, maintain or
23 remove. No entry shall be made until at least 15 business
24 days after receipt of such written notice. Such written
25 notice, which shall be delivered to the registered agent of
26 such public utility, railroad or pipeline owner or operator
27 shall include the following information:

28 (i) The date of the proposed installation, maintenance,
29 repair or removal and projected length of time required to
30 complete such installation, maintenance, repair or removal;

31 (ii) The manner and method of such installation,
32 maintenance, repair or removal;

33 (iii) The location of the proposed entry and path of
34 cable television facilities proposed to be placed, repaired,

1 maintained or removed upon the real estate or right of way;
2 and

3 (iv) The written agreement of the community antenna
4 television company to indemnify and hold harmless such public
5 utility, railroad or pipeline owner or operator from the
6 costs of any damages directly or indirectly caused by the
7 installation, maintenance, repair, operation, or removal of
8 cable television facilities. Upon request of the public
9 utility, railroad, or owner or operator of an oil, petroleum
10 product, chemical or gas pipeline, the community antenna
11 television company shall provide proof that it has purchased
12 and will maintain a policy or policies of insurance in
13 amounts sufficient to provide coverage for personal injury
14 and property damage losses caused by or resulting from the
15 installation, maintenance, repair or removal of cable
16 television facilities. The written agreement shall provide
17 that the community antenna television company shall maintain
18 such policies of insurance in full force and effect as long
19 as cable television facilities remain on the real estate or
20 right of way.

21 Within 15 business days of receipt of the written prior
22 notice of entry the public utility, railroad or pipeline
23 owner or operator shall investigate and determine whether or
24 not the proposed entry and installation or repair,
25 maintenance, or removal would create a dangerous condition
26 threatening the safety of the public or the safety of its
27 employees or threatening to cause an interruption of the
28 furnishing of vital transportation, utility or pipeline
29 services and upon so finding shall so notify the community
30 antenna television company of such decision in writing.
31 Initial determination of the existence of such a dangerous
32 condition or interruption of services shall be made by the
33 public utility, railroad or pipeline owner or operator whose
34 real estate or right of way is involved. In the event that

1 the community antenna television company disagrees with such
2 determination, a determination of whether such entry and
3 installation, maintenance, repair or removal would create
4 such a dangerous condition or interrupt services shall be
5 made by a court of competent jurisdiction upon the
6 application of such community antenna television company. An
7 initial written determination of a public utility, railroad,
8 or pipeline owner or operator timely made and transmitted to
9 the community antenna television company, in the absence of a
10 determination by a court of competent jurisdiction finding to
11 the contrary, bars the entry of the community antenna
12 television company upon the real estate or right of way for
13 any purpose.

14 Any public utility, railroad or pipeline owner or
15 operator may assert a written claim against any community
16 antenna television company for just compensation within 30
17 days after written notice has been given in accordance with
18 this subparagraph (f). If, within 60 days after the receipt
19 of such claim for compensation, the community antenna
20 television company has not agreed to the amount claimed or
21 some other amount acceptable to the public utility, railroad
22 or pipeline owner or operator, the public utility, railroad
23 or pipeline owner or operator may bring suit to enforce such
24 claim for just compensation in any court of competent
25 jurisdiction and, upon timely demand, may require that the
26 amount of just compensation be determined by a jury. Any
27 such action shall be commenced within 6 months of the notice
28 provided for in this subparagraph (f). In any action brought
29 to determine such just compensation, the public utility,
30 railroad or pipeline owner or operator may submit such
31 evidence as may be relevant to the issue of just
32 compensation. Neither the assertion of a claim for
33 compensation nor the initiation of legal action to enforce
34 such claim shall delay or impair the right of the community

1 antenna television company to construct or install cable
2 television facilities upon any real estate or rights of way
3 of any public utility, railroad or pipeline owner or
4 operator.

5 To the extent that the public utility, railroad, or owner
6 or operator of an oil, petroleum product, chemical or gas
7 pipeline deems it appropriate to supervise, monitor or
8 otherwise assist the community antenna television company in
9 connection with the installation, maintenance, repair or
10 removal of cable television facilities upon such real estate
11 or rights of way, the community antenna television company
12 shall reimburse the public utility, railroad or owner or
13 operator of an oil, petroleum product, chemical or gas
14 pipeline for costs reasonable and actually incurred in
15 connection therewith.

16 The provisions of this subparagraph (f) shall not be
17 applicable to any easements, rights of way or ways for public
18 service facilities in which public utilities, other than
19 railroads, have any interest pursuant to "an Act to revise
20 the law in relation to plats" approved March 21, 1874, and
21 all ordinances enacted pursuant thereto. Such easements,
22 rights of way and ways for public service facilities are
23 hereby declared to be apportionable and upon written request
24 by a community antenna television company, public utilities
25 shall make such easements, rights of way and ways for public
26 service facilities available for the construction,
27 maintenance, repair or removal of cable television facilities
28 provided that such construction, maintenance, repair or
29 removal does not create a dangerous condition threatening the
30 safety of the public or the safety of such public utility
31 employees or threatening to cause an interruption of the
32 furnishing of vital utility service. Initial determination
33 of the existence of such a dangerous condition or
34 interruption of services shall be made by the public utility

1 whose easement, right of way or way for public service
2 facility is involved. In the event the community antenna
3 television company disagrees with such determination, a
4 determination of whether such construction, maintenance,
5 repair or removal would create such a dangerous condition or
6 threaten to interrupt vital utility services, shall be made
7 by a court of competent jurisdiction upon the application of
8 such community antenna television company.

9 Within 20 days after a county issues a permit or other
10 authorization for the construction of residential buildings
11 within any residentially zoned subdivision created through a
12 plat recorded after July 1, 2003, the county must notify any
13 community antenna television system franchised to serve all
14 or a portion of the subdivision of the issuance of the permit
15 or other authorization. The notice must identify the owner of
16 record of the property and the party to whom construction
17 authorization has been granted.

18 In addition to such other notices as may be required by
19 this subparagraph (f), a community antenna television company
20 shall not enter upon the real estate or rights of way of any
21 public utility, railroad or pipeline owner or operator for
22 the purposes of above-ground maintenance or repair of its
23 television cable facilities without giving 96 hours prior
24 written notice to the registered agent of the public utility,
25 railroad or pipeline owner or operator involved, or in the
26 case of a public utility, notice may be given through the
27 statewide one-call notice system provided for by General
28 Order of the Illinois Commerce Commission or, if in Chicago,
29 through the system known as the Chicago Utility Alert
30 Network.

31 (Source: P.A. 90-450, eff. 1-1-98.)

32 Section 10. The Illinois Municipal Code is amended by
33 changing Section 11-42-11.1 as follows:

1 (65 ILCS 5/11-42-11.1) (from Ch. 24, par. 11-42-11.1)
2 Sec. 11-42-11.1. (a) In any instance in which a
3 municipality has (i) granted a franchise to any community
4 antenna television company or (ii) decided for the
5 municipality itself to construct, operate or maintain a cable
6 television system within a designated area, no property
7 owner, condominium association, managing agent, lessee or
8 other person in possession or control of any residential
9 building located within the designated area shall forbid or
10 prevent any occupant, tenant or lessee of any such building
11 from receiving cable television service from such franchisee
12 or municipality, nor demand or accept payment from any such
13 occupant, tenant or lessee in any form as a condition of
14 permitting the installation of cable television facilities or
15 the maintenance of cable television service in any such
16 building or any portion thereof occupied or leased by such
17 occupant, tenant or lessee, nor shall any such property
18 owner, condominium association, managing agent, lessee or
19 other person discriminate in rental charges or otherwise
20 against any occupant, tenant or lessee receiving cable
21 service; provided, however, that the owner of such building
22 may require, in exchange and as compensation for permitting
23 the installation of cable television facilities within and
24 upon such building, the payment of just compensation by the
25 cable television franchisee which provides such cable
26 television service, said sum to be determined in accordance
27 with the provisions of subparagraphs (c) and (d) hereof, and
28 provided further that the cable television franchisee
29 installing such cable television facilities shall agree to
30 indemnify the owner of such building for any damage caused by
31 the installation, operation or removal of such cable
32 television facilities and service.

33 No community antenna television company shall install
34 cable television facilities within a residential building

1 pursuant to this subparagraph (a) unless an occupant, tenant
2 or lessee of such residential building requests the delivery
3 of cable television services. In any instance in which a
4 request for service is made by more than 3 occupants, tenants
5 or lessees of a residential building, the community antenna
6 television company may install cable television facilities
7 throughout the building in a manner which enables the
8 community antenna television company to provide cable
9 television services to occupants, tenants or lessees of other
10 residential units without requiring the installation of
11 additional cable television facilities other than within the
12 residential units occupied by such other occupants, tenants
13 or lessees.

14 (b) In any instance in which a municipality has (i)
15 granted a franchise to any community antenna television
16 company or (ii) decided for the municipality itself to
17 construct, operate or maintain a cable television system
18 within a designated area, no property owner, condominium
19 association, managing agent, lessee or other person in
20 possession and control of any improved or unimproved real
21 estate located within such designated area shall forbid or
22 prevent such cable television franchisee or municipality from
23 entering upon such real estate for the purpose of and in
24 connection with the construction or installation of such
25 cable television system and cable television facilities, nor
26 shall any such property owner, condominium association,
27 managing agent, lessee or other person in possession or
28 control of such real estate forbid or prevent such cable
29 television franchisee or municipality from constructing or
30 installing upon, beneath or over such real estate, including
31 any buildings or other structures located thereon, hardware,
32 cable, equipment, materials or other cable television
33 facilities utilized by such cable franchisee or municipality
34 in the construction and installation of such cable television

1 system; provided, however, that the owner of any such real
2 estate may require, in exchange and as compensation for
3 permitting the construction or installation of cable
4 television facilities upon, beneath or over such real estate,
5 the payment of just compensation by the cable television
6 franchisee which provides such cable television service, said
7 sum to be determined in accordance with the provisions of
8 subparagraphs (c) and (d) hereof, and provided further that
9 the cable television franchisee constructing or installing
10 such cable television facilities shall agree to indemnify the
11 owner of such real estate for any damage caused by the
12 installation, operation or removal of such cable television
13 facilities and service.

14 (c) In any instance in which the owner of a residential
15 building or the owner of improved or unimproved real estate
16 intends to require the payment of just compensation in excess
17 of \$1 in exchange for permitting the installation of cable
18 television facilities in and upon such building, or upon,
19 beneath or over such real estate, the owner shall serve
20 written notice thereof upon the cable television franchisee.
21 Any such notice shall be served within 20 days of the date on
22 which such owner is notified of the cable television
23 franchisee's intention to construct or install cable
24 television facilities in and upon such building, or upon,
25 beneath or over such real estate. Unless timely notice as
26 herein provided is given by the owner to the cable television
27 franchisee, it will be conclusively presumed that the owner
28 of any such building or real estate does not claim or intend
29 to require a payment of more than \$1 in exchange and as just
30 compensation for permitting the installation of cable
31 television facilities within and upon such building, or upon,
32 beneath or over such real estate. In any instance in which a
33 cable television franchisee intends to install cable
34 television facilities as herein provided, written notice of

1 such intention shall be sent by the cable television
2 franchisee to the property owner or to such person,
3 association or managing agent as shall have been appointed or
4 otherwise designated to manage or operate the property. Such
5 notice shall include the address of the property, the name of
6 the cable television franchisee, and information as to the
7 time within which the owner may give notice, demand payment
8 as just compensation and initiate legal proceedings as
9 provided in this subparagraph (c) and subparagraph (d). In
10 any instance in which a community antenna television company
11 intends to install cable television facilities within a
12 residential building containing 12 or more residential units
13 or upon, beneath, or over real estate that is used as a site
14 for 12 or more manufactured housing units, 12 or more mobile
15 homes, or a combination of 12 or more manufactured housing
16 units and mobile homes, the written notice shall further
17 provide that the property owner may require that the
18 community antenna television company submit to the owner
19 written plans identifying the manner in which cable
20 television facilities are to be installed, including the
21 proposed location of coaxial cable. Approval of such plans
22 by the property owner shall not be unreasonably withheld and
23 such owners' consent to and approval of such plans shall be
24 presumed unless, within 30 days after receipt thereof, or in
25 the case of a condominium association, 90 days after receipt
26 thereof, the property owner identifies in writing the
27 specific manner in which such plans deviate from generally
28 accepted construction or safety standards, and unless the
29 property owner contemporaneously submits an alternative
30 construction plan providing for the installation of cable
31 television facilities in an economically feasible manner.
32 The community antenna television company may proceed with the
33 plans originally submitted if an alternative plan is not
34 submitted by the property owner within 30 days, or in the

1 case of a condominium association, 90 days, or if an
2 alternative plan submitted by the property owner fails to
3 comply with generally accepted construction and safety
4 standards or does not provide for the installation of cable
5 television facilities in an economically feasible manner. For
6 purposes of this subsection, "mobile home" and "manufactured
7 housing unit" have the same meaning as in the Illinois
8 Manufactured Housing and Mobile Home Safety Act.

9 (d) Any owner of a residential building described in
10 subparagraph (a), and any owner of improved or unimproved
11 real estate described in subparagraph (b), who shall have
12 given timely written notice to the cable television
13 franchisee as provided in subparagraph (c), may assert a
14 claim for just compensation in excess of \$1 for permitting
15 the installation of cable television facilities within and
16 upon such building, or upon, beneath or over such real
17 estate. Within 30 days after notice has been given in
18 accordance with subparagraph (c), the owner shall advise the
19 cable television franchisee in writing of the amount claimed
20 as just compensation. If within 60 days after the receipt of
21 the owner's claim, the cable television franchisee has not
22 agreed to pay the amount claimed or some other amount
23 acceptable to the owner, the owner may bring suit to enforce
24 such claim for just compensation in any court of competent
25 jurisdiction and, upon timely demand, may require that the
26 amount of just compensation be determined by a jury. Any such
27 action shall be commenced within 6 months of the notice given
28 by the cable television franchisee pursuant to subparagraph
29 (c) hereof. In any action brought to determine such amount,
30 the owner may submit evidence of a decrease in the fair
31 market value of the property occasioned by the installation
32 or location of the cable on the property, that the owner has
33 a specific alternative use for the space occupied by cable
34 television facilities, the loss of which will result in a

1 monetary loss to the owner, or that installation of cable
2 television facilities within and upon such building or upon,
3 beneath or over such real estate otherwise substantially
4 interferes with the use and occupancy of such building to an
5 extent which causes a decrease in the fair market value of
6 such building or real estate.

7 (e) Neither the giving of a notice by the owner under
8 subparagraph (c), nor the assertion of a specific claim, nor
9 the initiation of legal action to enforce such claim, as
10 provided under subparagraph (d), shall delay or impair the
11 right of the cable television franchisee to construct or
12 install cable television facilities and maintain cable
13 television services within or upon any building described in
14 subparagraph (a) or upon, beneath or over real estate
15 described in subparagraph (b).

16 (f) Notwithstanding the foregoing, no community antenna
17 television company or municipality shall enter upon any real
18 estate or rights of way in the possession or control of any
19 public utility, railroad or owner or operator of an oil,
20 petroleum product, chemical or gas pipeline to install or
21 remove cable television facilities or to provide underground
22 maintenance or repair services with respect thereto, prior to
23 delivery to the public utility, railroad or pipeline owner or
24 operator of written notice of intent to enter, install,
25 maintain or remove. No entry shall be made until at least 15
26 business days after receipt of such written notice. Such
27 written notice, which shall be delivered to the registered
28 agent of such public utility, railroad or pipeline owner or
29 operator shall include the following information:

30 (i) The date of the proposed installation, maintenance,
31 repair or removal and projected length of time required to
32 complete such installation, maintenance, repair or removal;

33 (ii) The manner and method of such installation,
34 maintenance, repair or removal;

1 (iii) The location of the proposed entry and path of
2 cable television facilities proposed to be placed, repaired,
3 maintained or removed upon the real estate or right of way;
4 and

5 (iv) The written agreement of the community antenna
6 television company to indemnify and hold harmless such public
7 utility, railroad or pipeline owner or operator from the
8 costs of any damages directly or indirectly caused by the
9 installation, maintenance, repair, operation, or removal of
10 cable television facilities. Upon request of the public
11 utility, railroad, or owner or operator of an oil, petroleum
12 product, chemical or gas pipeline, the community antenna
13 television company shall provide proof that it has purchased
14 and will maintain a policy or policies of insurance in
15 amounts sufficient to provide coverage for personal injury
16 and property damage losses caused by or resulting from the
17 installation, maintenance, repair or removal of cable
18 television facilities. The written agreement shall provide
19 that the community antenna television company shall maintain
20 such policies of insurance in full force and effect as long
21 as cable television facilities remain on the real estate or
22 right of way.

23 Within 15 business days of receipt of the written prior
24 notice of entry the public utility, railroad or pipeline
25 owner or operator shall investigate and determine whether or
26 not the proposed entry and installation or repair,
27 maintenance, or removal would create a dangerous condition
28 threatening the safety of the public or the safety of its
29 employees or threatening to cause an interruption of the
30 furnishing of vital transportation, utility or pipeline
31 services and upon so finding shall so notify the community
32 antenna television company or municipality of such decision
33 in writing. Initial determination of the existence of such a
34 dangerous condition or interruption of services shall be made

1 by the public utility, railroad or pipeline owner or operator
2 whose real estate or right of way is involved. In the event
3 that the community antenna television company or municipality
4 disagrees with such determination, a determination of whether
5 such entry and installation, maintenance, repair or removal
6 would create such a dangerous condition or interrupt services
7 shall be made by a court of competent jurisdiction upon the
8 application of such community antenna television company or
9 municipality. An initial written determination of a public
10 utility, railroad, or pipeline owner or operator timely made
11 and transmitted to the community antenna television company
12 or municipality, in the absence of a determination by a court
13 of competent jurisdiction finding to the contrary, bars the
14 entry of the community antenna television company or
15 municipality upon the real estate or right of way for any
16 purpose.

17 Any public utility, railroad or pipeline owner or
18 operator may assert a written claim against any community
19 antenna television company for just compensation within 30
20 days after written notice has been given in accordance with
21 this subparagraph (f). If, within 60 days after the receipt
22 of such claim for compensation, the community antenna
23 television company has not agreed to the amount claimed or
24 some other amount acceptable to the public utility, railroad
25 or pipeline owner or operator, the public utility, railroad
26 or pipeline owner or operator may bring suit to enforce such
27 claim for just compensation in any court of competent
28 jurisdiction and, upon timely demand, may require that the
29 amount of just compensation be determined by a jury. Any
30 such action shall be commenced within 6 months of the notice
31 provided for in this subparagraph (f). In any action brought
32 to determine such just compensation, the public utility,
33 railroad or pipeline owner or operator may submit such
34 evidence as may be relevant to the issue of just

1 compensation. Neither the assertion of a claim for
2 compensation nor the initiation of legal action to enforce
3 such claim shall delay or impair the right of the community
4 antenna television company to construct or install cable
5 television facilities upon any real estate or rights of way
6 of any public utility, railroad or pipeline owner or
7 operator.

8 To the extent that the public utility, railroad, or owner
9 or operator of an oil, petroleum product, chemical or gas
10 pipeline deems it appropriate to supervise, monitor or
11 otherwise assist the community antenna television company in
12 connection with the installation, maintenance, repair or
13 removal of cable television facilities upon such real estate
14 or rights of way, the community antenna television company
15 shall reimburse the public utility, railroad or owner or
16 operator of an oil, petroleum product, chemical or gas
17 pipeline for costs reasonable and actually incurred in
18 connection therewith.

19 The provisions of this subparagraph (f) shall not be
20 applicable to any easements, rights of way or ways for public
21 service facilities in which public utilities, other than
22 railroads, have any interest pursuant to "An Act to revise
23 the law in relation to plats", approved March 21, 1874, as
24 amended, and all ordinances enacted pursuant thereto. Such
25 easements, rights of way and ways for public service
26 facilities are hereby declared to be apportionable and upon
27 written request by a community antenna television company,
28 public utilities shall make such easements, rights of way and
29 ways for public service facilities available for the
30 construction, maintenance, repair or removal of cable
31 television facilities provided that such construction,
32 maintenance, repair or removal does not create a dangerous
33 condition threatening the safety of the public or the safety
34 of such public utility employees or threatening to cause an

1 interruption of the furnishing of vital utility service.
2 Initial determination of the existence of such a dangerous
3 condition or interruption of services shall be made by the
4 public utility whose easement, right of way or way for public
5 service facility is involved. In the event the community
6 antenna television company or municipality disagrees with
7 such determination, a determination of whether such
8 construction, maintenance, repair or removal would create
9 such a dangerous condition or threaten to interrupt vital
10 utility services, shall be made by a court of competent
11 jurisdiction upon the application of such community antenna
12 television company.

13 Within 20 days after a municipality issues a permit or
14 other authorization for the construction of residential
15 buildings within any residentially zoned subdivision created
16 through a plat recorded after July 1, 2003, the municipality
17 must notify any community antenna television system
18 franchised to serve all or a portion of the subdivision of
19 the issuance of the permit or other authorization. The notice
20 must identify the owner of record of the property and the
21 party to whom construction authorization has been granted.

22 In addition to such other notices as may be required by
23 this subparagraph (f), a community antenna television company
24 or municipality shall not enter upon the real estate or
25 rights of way of any public utility, railroad or pipeline
26 owner or operator for the purposes of above-ground
27 maintenance or repair of its television cable facilities
28 without giving 96 hours prior written notice to the
29 registered agent of the public utility, railroad or pipeline
30 owner or operator involved, or in the case of a public
31 utility, notice may be given through the statewide one-call
32 notice system provided for by General Order of the Illinois
33 Commerce Commission or, if in Chicago, through the system
34 known as the Chicago Utility Alert Network.

1 (Source: P.A. 90-450, eff. 1-1-98.)