

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 If a county notifies or a county requires a developer to  
10 notify a public utility before or after issuing a permit or  
11 other authorization for the construction of residential  
12 buildings, then the county or developer shall, at the same  
13 time, similarly notify any community antenna television  
14 system franchised by or within that county.

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

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

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

31 (65 ILCS 5/11-42-11.1) (from Ch. 24, par. 11-42-11.1)

32 Sec. 11-42-11.1. (a) In any instance in which a

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

31 No community antenna television company shall install  
32 cable television facilities within a residential building  
33 pursuant to this subparagraph (a) unless an occupant, tenant  
34 or lessee of such residential building requests the delivery

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

12 (b) In any instance in which a municipality has (i)  
13 granted a franchise to any community antenna television  
14 company or (ii) decided for the municipality itself to  
15 construct, operate or maintain a cable television system  
16 within a designated area, no property owner, condominium  
17 association, managing agent, lessee or other person in  
18 possession and control of any improved or unimproved real  
19 estate located within such designated area shall forbid or  
20 prevent such cable television franchisee or municipality from  
21 entering upon such real estate for the purpose of and in  
22 connection with the construction or installation of such  
23 cable television system and cable television facilities, nor  
24 shall any such property owner, condominium association,  
25 managing agent, lessee or other person in possession or  
26 control of such real estate forbid or prevent such cable  
27 television franchisee or municipality 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 or municipality  
32 in the 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 such plans  
20 by the property owner shall not be unreasonably withheld and  
21 such owners' consent to and approval of such 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 such 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 or municipality shall enter upon any real  
16    estate or rights of way in the possession or control of any  
17    public utility, railroad or owner or operator of an oil,  
18    petroleum product, chemical or gas pipeline to install or  
19    remove cable television facilities or to provide underground  
20    maintenance or repair services with respect thereto, prior to  
21    delivery to the public utility, railroad or pipeline owner or  
22    operator of written notice of intent to enter, install,  
23    maintain or remove. No entry shall be made until at least 15  
24    business days after receipt of such written notice. Such  
25    written notice, which shall be delivered to the registered  
26    agent of such public utility, railroad or pipeline owner or  
27    operator 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 or municipality of such decision  
31 in writing. Initial determination of the existence of such a  
32 dangerous condition or interruption of services shall be made  
33 by the public utility, railroad or pipeline owner or operator  
34 whose real estate or right of way is involved. In the event

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

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

1 such claim shall delay or impair the right of the community  
2 antenna television company to construct or install cable  
3 television facilities upon any real estate or rights of way  
4 of any public utility, railroad or pipeline owner or  
5 operator.

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

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

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

11 If a municipality notifies or a municipality requires a  
12 developer to notify a public utility before or after issuing  
13 a permit or other authorization for the construction of  
14 residential buildings, then the municipality or developer  
15 shall, at the same time, similarly notify any community  
16 antenna television system franchised by or within that  
17 municipality.

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

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