



95TH GENERAL ASSEMBLY

State of Illinois

2007 and 2008

HB0959

Introduced 2/8/2007, by Rep. Joseph M. Lyons

SYNOPSIS AS INTRODUCED:

55 ILCS 5/5-1096

from Ch. 34, par. 5-1096

65 ILCS 5/11-42-11.1

from Ch. 24, par. 11-42-11.1

Amends the Counties Code and the Municipal Code. Makes a technical change in a Section of the Counties Code concerning cable television service. Makes a technical change in a Section of the Municipal Code concerning cable television service. Effective immediately.

LRB095 05035 HLH 25103 b

1 AN ACT concerning local government.

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 Section
5 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 within
12 a designated franchise area, no property owner, condominium
13 association, managing agent, lessee or other person in
14 possession or control of any residential building located
15 within such designated franchise area shall forbid or prevent
16 any occupant, tenant or lessee of any such building from
17 receiving cable television service from such franchisee, nor
18 demand or accept payment from any such occupant, tenant or
19 lessee in any form as a condition of permitting the ~~the~~
20 installation of cable television facilities or the maintenance
21 of cable television service in any such building or any portion
22 thereof occupied or leased by such occupant, tenant or lessee,
23 nor shall any such property owner, condominium association,

1 managing agent, lessee or other person discriminate in rental
2 charges or otherwise against any occupant, tenant or lessee
3 receiving cable service; provided, however, that the owner of
4 such building may require, in exchange and as compensation for
5 permitting the installation of cable television facilities
6 within and upon such building, the payment of just compensation
7 to be paid by the cable television franchisee which provides
8 such cable television service, said sum to be determined in
9 accordance with the provisions of subparagraphs (c) and (d)
10 hereof, and provided further that the cable television
11 franchisee installing such cable television facilities shall
12 agree to indemnify the owner of such building for any damage
13 caused by the installation, operation or removal of such cable
14 television facilities and service.

15 No community antenna television company shall install
16 cable television facilities within a residential building
17 pursuant to this subparagraph (a) unless an occupant, tenant or
18 lessee of such residential building requests the delivery of
19 cable television services.

20 (b) In any instance in which a county has granted a
21 franchise to any community antenna television company to
22 construct, operate or maintain a cable television system within
23 a designated franchise area, no property owner, condominium
24 association, managing agent, lessee or other person in
25 possession and control of any improved or unimproved real
26 estate located within such designated franchise area shall

1 forbid or prevent such cable television franchisee from
2 entering upon such real estate for the purpose of and in
3 connection with the construction or installation of such cable
4 television system and cable television facilities, nor shall
5 any such property owner, condominium association, managing
6 agent, lessee or other person in possession or control of such
7 real estate forbid or prevent such cable television franchisee
8 from constructing or installing upon, beneath or over such real
9 estate, including any buildings or other structures located
10 thereon, hardware, cable, equipment, materials or other cable
11 television facilities utilized by such cable franchisee in the
12 construction and installation of such cable television system;
13 provided, however, that the owner of any such real estate may
14 require, in exchange and as compensation for permitting the
15 construction or installation of cable television facilities
16 upon, beneath or over such real estate, the payment of just
17 compensation by the cable television franchisee which provides
18 such cable television service, said sum to be determined in
19 accordance with the provisions of subparagraphs (c) and (d)
20 hereof, and provided further that the cable television
21 franchisee constructing or installing such cable television
22 facilities shall agree to indemnify the owner of such real
23 estate for any damage caused by the installation, operation or
24 removal of such cable television facilities and service.

25 (c) In any instance in which the owner of a residential
26 building or the owner of improved or unimproved real estate

1 intends to require the payment of just compensation in excess
2 of \$1 in exchange for permitting the installation of cable
3 television facilities in and upon such building, or upon,
4 beneath or over such real estate, the owner shall serve written
5 notice thereof upon the cable television franchisee. Any such
6 notice shall be served within 20 days of the date on which such
7 owner is notified of the cable television franchisee's
8 intention to construct or install cable television facilities
9 in and upon such building, or upon, beneath or over such real
10 estate. Unless timely notice as herein provided is given by the
11 owner to the cable television franchisee, it will be
12 conclusively presumed that the owner of any such building or
13 real estate does not claim or intend to require a payment of
14 more than \$1 in exchange and as just compensation for
15 permitting the installation of cable television facilities
16 within and upon such building, or upon, beneath or over such
17 real estate. In any instance in which a cable television
18 franchisee intends to install cable television facilities as
19 herein provided, written notice of such intention shall be sent
20 by the cable television franchisee to the property owner or to
21 such person, association or managing agent as shall have been
22 appointed or otherwise designated to manage or operate the
23 property. Such notice shall include the address of the
24 property, the name of the cable television franchisee, and
25 information as to the time within which the owner may give
26 notice, demand payment as just compensation and initiate legal

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

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

8 (d) Any owner of a residential building described in
9 subparagraph (a), and any owner of improved or unimproved real
10 estate described in subparagraph (b), who shall have given
11 timely written notice to the cable television franchisee as
12 provided in subparagraph (c), may assert a claim for just
13 compensation in excess of \$1 for permitting the installation of
14 cable television facilities within and upon such building, or
15 upon, beneath or over such real estate. Within 30 days after
16 notice has been given in accordance with subparagraph (c), the
17 owner shall advise the cable television franchisee in writing
18 of the amount claimed as just compensation. If within 60 days
19 after the receipt of the owner's claim, the cable television
20 franchisee has not agreed to pay the amount claimed or some
21 other amount acceptable to the owner, the owner may bring suit
22 to enforce such claim for just compensation in any court of
23 competent jurisdiction and, upon timely demand, may require
24 that the amount of just compensation be determined by a jury.
25 Any such action shall be commenced within 6 months of the
26 notice given by the cable television franchisee pursuant to

1 subparagraph (c) hereof. In any action brought to determine
2 such amount, the owner may submit evidence of a decrease in the
3 fair market value of the property occasioned by the
4 installation or location of the cable on the property, that the
5 owner has a specific alternative use for the space occupied by
6 cable television facilities, the loss of which will result in a
7 monetary loss to the owner, or that installation of cable
8 television facilities within and upon such building or upon,
9 beneath or over such real estate otherwise substantially
10 interferes with the use and occupancy of such building to an
11 extent which causes a decrease in the fair market value of such
12 building or real estate.

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

22 (f) Notwithstanding the foregoing, no community antenna
23 television company shall enter upon any real estate or rights
24 of way in the possession or control of any public utility,
25 railroad or owner or operator of an oil, petroleum product,
26 chemical or gas pipeline to install or remove cable television

1 facilities or to provide underground maintenance or repair
2 services with respect thereto, prior to delivery to the public
3 utility, railroad or pipeline owner or operator of written
4 notice of intent to enter, install, maintain or remove. No
5 entry shall be made until at least 15 business days after
6 receipt of such written notice. Such written notice, which
7 shall be delivered to the registered agent of such public
8 utility, railroad or pipeline owner or operator shall include
9 the following information:

10 (i) The date of the proposed installation,
11 maintenance, repair or removal and projected length of time
12 required to complete such installation, maintenance,
13 repair or removal;

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

16 (iii) The location of the proposed entry and path of
17 cable television facilities proposed to be placed,
18 repaired, maintained or removed upon the real estate or
19 right of way; and

20 (iv) The written agreement of the community antenna
21 television company to indemnify and hold harmless such
22 public utility, railroad or pipeline owner or operator from
23 the costs of any damages directly or indirectly caused by
24 the installation, maintenance, repair, operation, or
25 removal of cable television facilities. Upon request of the
26 public utility, railroad, or owner or operator of an oil,

1 petroleum product, chemical or gas pipeline, the community
2 antenna television company shall provide proof that it has
3 purchased and will maintain a policy or policies of
4 insurance in amounts sufficient to provide coverage for
5 personal injury and property damage losses caused by or
6 resulting from the installation, maintenance, repair or
7 removal of cable television facilities. The written
8 agreement shall provide that the community antenna
9 television company shall maintain such policies of
10 insurance in full force and effect as long as cable
11 television facilities remain on the real estate or right of
12 way.

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

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

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

1 (f). In any action brought to determine such just compensation,
2 the public utility, railroad or pipeline owner or operator may
3 submit such evidence as may be relevant to the issue of just
4 compensation. Neither the assertion of a claim for compensation
5 nor the initiation of legal action to enforce such claim shall
6 delay or impair the right of the community antenna television
7 company to construct or install cable television facilities
8 upon any real estate or rights of way of any public utility,
9 railroad or pipeline owner or operator.

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

20 The provisions of this subparagraph (f) shall not be
21 applicable to any easements, rights of way or ways for public
22 service facilities in which public utilities, other than
23 railroads, have any interest pursuant to "an Act to revise the
24 law in relation to plats" approved March 21, 1874, and all
25 ordinances enacted pursuant thereto. Such easements, rights of
26 way and ways for public service facilities are hereby declared

1 to be apportionable and upon written request by a community
2 antenna television company, public utilities shall make such
3 easements, rights of way and ways for public service facilities
4 available for the construction, maintenance, repair or removal
5 of cable television facilities provided that such
6 construction, maintenance, repair or removal does not create a
7 dangerous condition threatening the safety of the public or the
8 safety of such public utility employees or threatening to cause
9 an interruption of the furnishing of vital utility service.
10 Initial determination of the existence of such a dangerous
11 condition or interruption of services shall be made by the
12 public utility whose easement, right of way or way for public
13 service facility is involved. In the event the community
14 antenna television company disagrees with such determination,
15 a determination of whether such construction, maintenance,
16 repair or removal would create such a dangerous condition or
17 threaten to interrupt vital utility services, shall be made by
18 a court of competent jurisdiction upon the application of such
19 community antenna television company.

20 If a county notifies or a county requires a developer to
21 notify a public utility before or after issuing a permit or
22 other authorization for the construction of residential
23 buildings, then the county or developer shall, at the same
24 time, similarly notify any community antenna television system
25 franchised by or within that county.

26 In addition to such other notices as may be required by

1 this subparagraph (f), a community antenna television company
2 shall not enter upon the real estate or rights of way of any
3 public utility, railroad or pipeline owner or operator for the
4 purposes of above-ground maintenance or repair of its
5 television cable facilities without giving 96 hours prior
6 written notice to the registered agent of the public utility,
7 railroad or pipeline owner or operator involved, or in the case
8 of a public utility, notice may be given through the statewide
9 one-call notice system provided for by General Order of the
10 Illinois Commerce Commission or, if in Chicago, through the
11 system known as the Chicago Utility Alert Network.

12 (Source: P.A. 93-219, eff. 1-1-04.)

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

15 (65 ILCS 5/11-42-11.1) (from Ch. 24, par. 11-42-11.1)

16 Sec. 11-42-11.1. (a) In any instance in which a
17 municipality has (i) granted a franchise to any community
18 antenna television company or (ii) decided for the municipality
19 itself to construct, operate or maintain a cable television
20 system within a designated area, no property owner, condominium
21 association, managing agent, lessee or other person in
22 possession or control of any residential building located
23 within the designated area shall forbid or prevent any
24 occupant, tenant or lessee of any such building from receiving

1 cable television service from such franchisee or municipality,
2 nor demand or accept payment from any such occupant, tenant or
3 lessee in any form as a condition of permitting the
4 installation of cable television facilities or the ~~the~~
5 maintenance of cable television service in any such building or
6 any portion thereof occupied or leased by such occupant, tenant
7 or lessee, nor shall any such property owner, condominium
8 association, managing agent, lessee or other person
9 discriminate in rental charges or otherwise against any
10 occupant, tenant or lessee receiving cable service; provided,
11 however, that the owner of such building may require, in
12 exchange and as compensation for permitting the installation of
13 cable television facilities within and upon such building, the
14 payment of just compensation by the cable television franchisee
15 which provides such cable television service, said sum to be
16 determined in accordance with the provisions of subparagraphs
17 (c) and (d) hereof, and provided further that the cable
18 television franchisee installing such cable television
19 facilities shall agree to indemnify the owner of such building
20 for any damage caused by the installation, operation or removal
21 of such cable television facilities and service.

22 No community antenna television company shall install
23 cable television facilities within a residential building
24 pursuant to this subparagraph (a) unless an occupant, tenant or
25 lessee of such residential building requests the delivery of
26 cable television services. In any instance in which a request

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

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

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

17 (c) In any instance in which the owner of a residential
18 building or the owner of improved or unimproved real estate
19 intends to require the payment of just compensation in excess
20 of \$1 in exchange for permitting the installation of cable
21 television facilities in and upon such building, or upon,
22 beneath or over such real estate, the owner shall serve written
23 notice thereof upon the cable television franchisee. Any such
24 notice shall be served within 20 days of the date on which such
25 owner is notified of the cable television franchisee's
26 intention to construct or install cable television facilities

1 in and upon such building, or upon, beneath or over such real
2 estate. Unless timely notice as herein provided is given by the
3 owner to the cable television franchisee, it will be
4 conclusively presumed that the owner of any such building or
5 real estate does not claim or intend to require a payment of
6 more than \$1 in exchange and as just compensation for
7 permitting the installation of cable television facilities
8 within and upon such building, or upon, beneath or over such
9 real estate. In any instance in which a cable television
10 franchisee intends to install cable television facilities as
11 herein provided, written notice of such intention shall be sent
12 by the cable television franchisee to the property owner or to
13 such person, association or managing agent as shall have been
14 appointed or otherwise designated to manage or operate the
15 property. Such notice shall include the address of the
16 property, the name of the cable television franchisee, and
17 information as to the time within which the owner may give
18 notice, demand payment as just compensation and initiate legal
19 proceedings as provided in this subparagraph (c) and
20 subparagraph (d). In any instance in which a community antenna
21 television company intends to install cable television
22 facilities within a residential building containing 12 or more
23 residential units or upon, beneath, or over real estate that is
24 used as a site for 12 or more manufactured housing units, 12 or
25 more mobile homes, or a combination of 12 or more manufactured
26 housing units and mobile homes, the written notice shall

1 further provide that the property owner may require that the
2 community antenna television company submit to the owner
3 written plans identifying the manner in which cable television
4 facilities are to be installed, including the proposed location
5 of coaxial cable. Approval of such plans by the property owner
6 shall not be unreasonably withheld and such owners' consent to
7 and approval of such plans shall be presumed unless, within 30
8 days after receipt thereof, or in the case of a condominium
9 association, 90 days after receipt thereof, the property owner
10 identifies in writing the specific manner in which such plans
11 deviate from generally accepted construction or safety
12 standards, and unless the property owner contemporaneously
13 submits an alternative construction plan providing for the
14 installation of cable television facilities in an economically
15 feasible manner. The community antenna television company may
16 proceed with the plans originally submitted if an alternative
17 plan is not submitted by the property owner within 30 days, or
18 in the case of a condominium association, 90 days, or if an
19 alternative plan submitted by the property owner fails to
20 comply with generally accepted construction and safety
21 standards or does not provide for the installation of cable
22 television facilities in an economically feasible manner. For
23 purposes of this subsection, "mobile home" and "manufactured
24 housing unit" have the same meaning as in the Illinois
25 Manufactured Housing and Mobile Home Safety Act.

26 (d) Any owner of a residential building described in

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

1 operator shall include the following information:

2 (i) The date of the proposed installation,
3 maintenance, repair or removal and projected length of time
4 required to complete such installation, maintenance,
5 repair or removal;

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

8 (iii) The location of the proposed entry and path of
9 cable television facilities proposed to be placed,
10 repaired, maintained or removed upon the real estate or
11 right of way; and

12 (iv) The written agreement of the community antenna
13 television company to indemnify and hold harmless such
14 public utility, railroad or pipeline owner or operator from
15 the costs of any damages directly or indirectly caused by
16 the installation, maintenance, repair, operation, or
17 removal of cable television facilities. Upon request of the
18 public utility, railroad, or owner or operator of an oil,
19 petroleum product, chemical or gas pipeline, the community
20 antenna television company shall provide proof that it has
21 purchased and will maintain a policy or policies of
22 insurance in amounts sufficient to provide coverage for
23 personal injury and property damage losses caused by or
24 resulting from the installation, maintenance, repair or
25 removal of cable television facilities. The written
26 agreement shall provide that the community antenna

1 television company shall maintain such policies of
2 insurance in full force and effect as long as cable
3 television facilities remain on the real estate or right of
4 way.

5 Within 15 business days of receipt of the written prior
6 notice of entry the public utility, railroad or pipeline owner
7 or operator shall investigate and determine whether or not the
8 proposed entry and installation or repair, maintenance, or
9 removal would create a dangerous condition threatening the
10 safety of the public or the safety of its employees or
11 threatening to cause an interruption of the furnishing of vital
12 transportation, utility or pipeline services and upon so
13 finding shall so notify the community antenna television
14 company or municipality of such decision in writing. Initial
15 determination of the existence of such a dangerous condition or
16 interruption of services shall be made by the public utility,
17 railroad or pipeline owner or operator whose real estate or
18 right of way is involved. In the event that the community
19 antenna television company or municipality disagrees with such
20 determination, a determination of whether such entry and
21 installation, maintenance, repair or removal would create such
22 a dangerous condition or interrupt services shall be made by a
23 court of competent jurisdiction upon the application of such
24 community antenna television company or municipality. An
25 initial written determination of a public utility, railroad, or
26 pipeline owner or operator timely made and transmitted to the

1 community antenna television company or municipality, in the
2 absence of a determination by a court of competent jurisdiction
3 finding to the contrary, bars the entry of the community
4 antenna television company or municipality upon the real estate
5 or right of way for any purpose.

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

1 upon any real estate or rights of way of any public utility,
2 railroad or pipeline owner or operator.

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

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

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

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

19 In addition to such other notices as may be required by
20 this subparagraph (f), a community antenna television company
21 or municipality shall not enter upon the real estate or rights
22 of way of any public utility, railroad or pipeline owner or
23 operator for the purposes of above-ground maintenance or repair
24 of its television cable facilities without giving 96 hours
25 prior written notice to the registered agent of the public
26 utility, railroad or pipeline owner or operator involved, or in

1 the case of a public utility, notice may be given through the
2 statewide one-call notice system provided for by General Order
3 of the Illinois Commerce Commission or, if in Chicago, through
4 the system known as the Chicago Utility Alert Network.

5 (Source: P.A. 93-219, eff. 1-1-04.)

6 Section 99. Effective date. This Act takes effect upon
7 becoming law.