

**RIGHT-OF-WAY USAGE PERMIT  
BY AND BETWEEN  
THE VILLAGE OF ROSCOE, ILLINOIS  
AND  
COMCAST OF ILLINOIS/INDIANA/OHIO, LLC**

**THIS RIGHT-OF-WAY USAGE PERMIT ORDINANCE** (hereinafter, the "Permit") is made between the Village of Roscoe, Illinois (hereinafter, the "Village"), an Illinois municipal corporation and Comcast of Illinois/Indiana/Ohio, LLC (hereinafter, "Comcast"), this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date").

**Article I – Authorization Hereby Granted**

a. **Permit Granted.** Pursuant to Title 5, Chapter 52, entitled “Construction in the Rights-of-Way” of the Code of Ordinances, Village of Roscoe, Illinois, as currently in effect and as may be subsequently amended. The Village hereby authorizes and permits Comcast to construct and operate its network system in the Public Ways within the corporate limits of the Village, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the network system, and to provide such services over the network system as may be lawfully allowed; provided, however, such service shall not include Cable Television Service as defined in 47 U.S.C., Section 521, *et seq.*

b. **Rights-of Way Defined.** As used in this Permit, “Public Way(s)” or “Rights-of-Way(s)” shall mean, pursuant and in addition to the Village’s Right of Way Ordinance (Title 5, Chapter 52 of the Code of Ordinances, Village of Roscoe, Illinois), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

c. **Police Powers.** Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and Comcast shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

d. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

e. Vehicle Safety and Parking. Provided that appropriate vehicle safety markings have been deployed, Comcast's vehicles shall be exempt from parking restrictions of the Village while used in the course of installation, repair and maintenance work on the network system.

## **Article II – Construction and Maintenance of the Network System**

a. Compliance with Ordinance. Except as may be otherwise provided in this Permit, Comcast shall comply with all generally applicable provisions of Title 5, Chapter 52, entitled "Construction in the Rights-of-Way" of the Code of Ordinances, Village of Roscoe, Illinois, as may be amended from time to time. Notwithstanding Article I.a., above, Comcast shall remain obligated to obtain individual permits for the construction of its network system as required by Section 5-171 of the Code of Ordinances, Village of Roscoe, Illinois.

b. Aerial and Underground Construction. At the time of network system construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, Comcast shall place its network systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating Comcast's cables and other equipment without technical degradation of the network system's signal quality. In any location within the Village where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, Comcast shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aurally or underground. Nothing in this Section shall be construed to require Comcast to construct, operate, or maintain underground and ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

c. Relocation, Undergrounding and Beautification Projects. In the event the Village requires all users of the Public Way who operate facilities to relocate such facilities, Comcast shall participate in the planning for relocation of its facilities, if any, contemporaneously with such users. Comcast shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds. Comcast shall not be required to relocate its facilities unless it has been afforded at least ninety (90) days' notice of the necessity to relocate its facilities. Upon adequate notice Comcast shall provide a written estimate of the cost associated with the work necessary to

relocate its facilities. In instances where a third party is seeking the relocation of Comcast's facilities or where Comcast is entitled to reimbursement pursuant to this Section, Comcast shall not be required to perform the relocation work until it has received payment for the relocation work.

### **Article III – Insurance and Indemnification**

a. **Insurance.** Within thirty (30) days following the Effective Date of this Permit, and at all times thereafter until such time as Comcast's network system no longer occupies the Public Ways in the Village, Comcast shall provide the Village certificate(s) of insurance, and at its own cost and expense, maintain such insurance as required in accordance with Title 5, Chapter 52, entitled "Construction in the Rights-of-Way" of the Code of Ordinances, Village of Roscoe, Illinois, as may be amended from time to time.

b. **Indemnification.** Comcast shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Comcast constructing and operating its network system within the Village. Comcast's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur as a result of the authorization granted by this Permit, provided that the claim or action is initiated within the applicable statute of limitations. The Village shall give Comcast timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of Comcast and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

b.1. Comcast shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

b.2. Nothing herein shall be construed to limit Comcast's duty to indemnify the Village by reference to the limits of insurance coverage described in this Permit.

### **Article IV – Miscellaneous Provisions**

a. **Notice.** Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of Roscoe  
10631 Main Street  
Roscoe, Illinois 61072  
ATTN: Village Clerk

To Comcast:

Comcast  
1475 East Woodfield Road, Suite 450  
Schaumburg, Illinois 60173  
ATTN: Government Affairs Director

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

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

c. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Permit is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Permit is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Permit has been materially altered by the change and of the election to begin negotiations to amend the Permit in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

d. Governing Law. This Permit shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

e. Venue. Except as to any matter within the jurisdiction of the federal courts or a federal regulatory agency, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Winnebago, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

f. No Third-Party Beneficiaries. Nothing in this Permit is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Permit.

g. No Waiver of Rights. Nothing in this Permit shall be construed as a waiver of any rights, substantive or procedural, the Village or Comcast may have under Federal or state law unless such waiver is expressly stated herein.

h. Validity of Permit. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Permit, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Permit.

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

For the Village of Roscoe, Illinois:

For Comcast of  
Illinois/Indiana/Ohio, LLC:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_