



VILLAGE OF
NORTH
AURORA

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. 25-04-21-04

ORDINANCE APPROVING A SETTLEMENT AGREEMENT BETWEEN THE
VILLAGE OF NORTH AURORA, ILLINOIS AND CMN-RUS, INC. (METRONET).

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this 21 day of April, 2025

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this 21 day of April, 2025
by [Signature].

Signed [Signature]

ORDINANCE NO. 25-04-21-04

**ORDINANCE APPROVING A SETTLEMENT AGREEMENT BETWEEN THE
VILLAGE OF NORTH AURORA, ILLINOIS AND CMN-RUS, INC. (METRONET).**

WHEREAS, on April 17, 2017 the Village of North Aurora ("Village") approved a Cable Franchise Agreement ("Agreement") with CMN-RUS, Inc. ("Metronet") to serve the Village and to operate and maintain a cable television system within jurisdictional limits of the Village; and,

WHEREAS, The Agreement is set to expire on March 31, 2027 ("Expiration Date"); and,

WHEREAS, Metronet desires to terminate the Agreement prior to the Expiration Date due to escalating costs and low customer adoption rates associated with offering cable television services; and,

WHEREAS, the Village and Metronet wish to enter into a Settlement Agreement ("Settlement") and terminate the Agreement prior to the Expiration Date; and,

WHEREAS, Metronet has agreed to provide the Village with a one-time payment of \$7,830.42 to compensate for the loss of revenue and provide the Village with certain internet upgrades at the water treatment plants, village hall, police station and the silo for use of the Village's right-of-way; and,

WHEREAS, the Village has determined that entering into a Settlement with Metronet for termination of the Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, as follows:

1. The recitals set forth above are incorporated herein and made material and significant findings of the President and the Board of Trustees as if fully stated herein.

2. The Settlement Agreement by and between the Village of North Aurora and CMN-RUS, Inc. in the form attached hereto and incorporated herein by reference as Exhibit "A" is hereby approved.

3. The Village Administrator is hereby authorized and directed to execute any business agreement related to the upgraded internet services.

4. The Village President or his designee is hereby authorized and directed to execute the Settlement on behalf of the Village of North Aurora, and Village staff are hereby authorized and directed to take all necessary and appropriate actions to negotiate the Settlement, if in the best interest of the Village.

5. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

6. This Ordinance shall take immediate full force and effect from and after its approval.

21st Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this day of April, 2025, A.D.

21st Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this day of April, 2025, A.D.

Jason Christiansen

Yea

Laura Curtis

Yea

Mark Guethle

Yea

Michael Lowery

Yea

Todd Niedzwiedz

Yea

Carolyn Bird Salazar

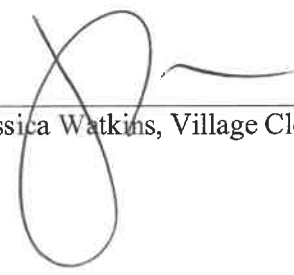
Yea

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 21st day of April, 2025 A.D.



Mark Gaffino, Village President

ATTEST:



Jessica Watkins, Village Clerk

Exhibit "A"
Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made this 21 day of April 2025, by the Village of North Aurora, Illinois ("Village") and CMN-RUS, Inc. (hereinafter "Metronet"). The Village and Metronet shall sometimes be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

1. The Village granted a Non-Exclusive Cable Television Franchise Ordinance ("Franchise") to Metronet on April 17, 2017.
2. The Franchise term is set to expire on March 31, 2027 ("Expiration Date").
3. Metronet has notified the Village that it does not intend to continue to offer cable television services in the Village due to escalating costs and low customer adoption rates.
4. Metronet therefore desires to terminate the Franchise prior to the Expiration Date and the Village is not opposed subject to terms of this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, considerations, and mutual promises contained herein and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. **FRANCHISE TERMINATION DATE.** The Parties hereby agree to terminate the Franchise effective April 21, 2025 ("Termination Date").
2. **NOTICE TO CUSTOMERS.** Prior to the Termination Date, Metronet shall notify all customers in the Village of its intention to cease offering cable television services and shall provide any assistance to the Village to address any customer complaints or request for additional information related to Metronet's termination of cable services.
3. **CONTACT.** Metronet will provide a phone number and e-mail address for an employee who may be contacted for technical questions or customer services issues related to the termination of cable television services by Metronet.
4. **FEES AND COSTS.** Metronet shall, within thirty (30) days of the date of adoption of this Agreement, tender a one-time payment of seven thousand eight hundred thirty dollars and forty-two cents (\$7,830.42) to terminate this Agreement and fully reimburse the Village for the Village's reasonable costs and expenses, including attorney fees, in connection with the preparation and review of this Agreement.
5. **VOLUNTARY AGREEMENT.** This Agreement is freely and voluntarily executed by each Party, without any duress or coercion, and after each Party has consulted with its counsel. Each Party has carefully and completely read all the terms and provisions of this Agreement.

6. **BINDING EFFECT.** This Agreement will inure to the benefit of and be binding upon the Parties and respective successors and assigns. The Parties for themselves and their respective successors, assigns agree to join in or execute any instruments and to do any other act or thing necessary or proper to carry into effect this or any part of this Agreement.

7. **GOVERNING LAW.** This Agreement, and any controversies arising hereunder, shall be interpreted and adjudicated in accordance with the laws of the State of Illinois, whose courts shall have exclusive jurisdiction thereof.

8. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding and agreement between the parties as to the subject matter hereof and may be modified or waived only by a separate writing.

9. **HEADINGS.** All headings are herein provided for the convenience of reference only and do not affect the meaning or interpretation of this Agreement.

10. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one and the same document.

11. **COPIES.** PDF copies of the executed Agreement may be treated as original documents.

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary acts and deeds, effective as of the date first above written.

VILLAGE OF NORTH AURORA, IL

CMN-RUS, INC.

By:  _____

By: _____

Its: Village President _____

Its: _____