

AN ORDINANCE GRANTING TO THE GENERAL TELEPHONE COMPANY OF ILLINOIS, ITS LESSEES,  
SUCCESSORS AND ASSIGNS, CERTAIN RIGHTS IN THE VILLAGE  
OF CHATHAM, SANGAMON COUNTY, ILLINOIS

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF  
CHATHAM, SANGAMON COUNTY, ILLINOIS

SECTION 1. That the GENERAL TELEPHONE COMPANY OF ILLINOIS, its lessees, successors and assigns, are hereby granted the right, privilege, authority and franchise to construct, erect, maintain, replace and operate in, upon, along, across, under and over the streets, alleys and public ways within the corporate limits, as the same now exist or may hereafter be extended, of the said (hereinafter referred to as "Municipality") lines of poles, anchors, wires, cables, conduits, vaults, laterals and other fixtures and equipment, and to use the same for the transmission of voice, sounds, signals, pictures, writing or signs of all kinds by means of electricity, and especially for the conduct of a general telephone system and business, for the period of years from and after the effective date of this ordinance, and thereafter until terminated by sixty (60) days' written notice, either by the Municipality to the Company, or by the Company to the Municipality.

SECTION 2. The location and height above or the depth below the public thoroughfares of the existing lines of poles, anchors, wires, cables, conduits, vaults, laterals and other fixtures and equipment of said Company within the Municipality are hereby approved, and the same shall be maintained and operated under and subject to the provisions of this ordinance. Any change in or extension of any said poles, anchors, wires, cables, conduits, vaults, laterals or other fixtures and equipment (herein referred to as "structures"), or the construction of any additional structures, in, upon, along, across, under or over the streets, alleys and public ways of the Municipality shall be made under the direction of the Chairman of the Committee on Streets and Alleys of the Municipality, or such officer as may be designated from time to time by the governing body of the Municipality for that purpose, who shall, if the proposed change, extension or construction conforms to the provisions hereof, issue written permits therefor. The height above public thoroughfares of all aerial wires and cables hereafter constructed shall conform to the requirements of the Illinois Commerce Commission or other regulatory body having jurisdiction thereof. All structures hereafter installed shall be so placed, and all work in connection with such installation shall be so performed as not to interfere unreasonably with ordinary travel on the highways of the Municipality or with any municipal water or sewer pipes then in place, and in case of bringing to grade or change of grade, or change of width of any street or alley, said Company, provided it is notified thereof in writing at least thirty (30) days prior to the commencement thereof, shall change its structures so as to conform thereto, except where such change of grade or the width of any street or alley is made in connection with the rearrangement, separation or alteration of railroad crossings or is incident to any such rearrangement, separation or alteration. The tops of all vaults constructed by said Company within the Municipality shall present an even surface with the pavement at the point where laid, and, subject to the exception contained in the last preceding sentence, shall be lowered or raised by said Company to conform to the top of paving or improvement as required by the governing body of the Municipality whenever the grade of the street or alley in which any such vault is located may be at any time hereafter lowered or raised.

SECTION 3. Said Company, after doing any excavating, shall leave the surface of the ground in a neatly graded condition. All sidewalks, parkways, or pavements disturbed by said Company shall be restored by it to as good condition as before said sidewalk, parkway or pavement was disturbed by it, and in the event that any such sidewalk, parkway or pavement shall become uneven, unsettled or otherwise requires repairing because of such disturbance by the Company, then said Company, as soon as climatic conditions will permit, shall, promptly, upon receipt of notice from the Municipality so to do, cause such sidewalk, parkway or pavement to be repaired or restored to as good condition as before said sidewalk, parkway or pavement was disturbed by said Company. Said Company shall keep all structures which it shall construct by virtue of this ordinance, in a reasonably safe condition at all times, and shall maintain such barriers and danger signals during the construction, repair or renewal work performed hereunder as will reasonably avoid damage to life, limb and property.

SECTION 4. The said Company shall, at its own expense, defend all suits that may be brought against the Municipality on account of or in connection with the violation by the Company of any of the obligations hereby imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb or property as a result of any of the structures constructed by it under or by virtue of this ordinance, and shall save and keep harmless the Municipality from any and all damages, judgments, costs and expenses of every kind, that may arise by reason thereof; provided, that notice in writing shall be immediately given to said Company of any claim or suit against the Municipality which, by the terms hereof, the said Company shall be obligated to defend, or against which the Company has hereby agreed to save and keep harmless the Municipality and provided further that the Municipality shall furnish to said Company all information in its possession relating to said claim or suit, and co-operate with said Company in the defense of said claim or suit. The governing body of the Municipality may, if it so desires, assist in defending any such claim or suit, but solely under the direction of the Company or its attorneys, and the Company shall not be required to reimburse the Municipality for expenses incurred by it in case of the election so to assist.

SECTION 5. As a consideration for the rights, privileges and authority hereby granted, while said Company is using any pole or poles erected or maintained hereunder, it will permit the Municipality the use of sufficient space on the poles or adequate facilities for the successful operation of the Municipality's police and fire alarm signal systems to be accomplished by two methods: (1) by means of one pole fixture to be placed, in accordance with the Company's specifications, by the Municipality at its expense at the top of the space available for the use of the Company on any of said poles, it being understood that the poles upon which space is permitted the Municipality shall be considered, for the purpose of this agreement, as personal property; provided that such wires shall be so placed and maintained by the Municipality that the use of the same will not interfere with the operation and maintenance of the Company's equipment or its use of said poles, and provided further that a thirty (30) inch climbing space shall be maintained between the pole pins on poles jointly used with another public utility. All such police and fire alarm signal wires shall be attached and maintained under the direction and supervision of said Company's authorized representatives, and only upon the following conditions: No such police and fire alarm signal wire shall be attached to any of said poles of said Company if such wires shall carry a voltage of more than four hundred (400) volts, nor if the transmitted power exceeds one hundred fifty (150) watts, nor if, in any part of the circuit of such wire, it is supported upon a pole on which there is any wire carrying a constant potential alternating current exceeding five thousand (5,000) volts between conductors, or twenty-five hundred (2,500) volts normally to ground, or a constant potential direct current exceeding seven hundred fifty (750) volts to ground, or a constant current series arc or incandescent light circuit, carrying in excess of seven and five-tenths (7.5) amperes. In case any such police and fire alarm signal wire in any part of its circuit is supported upon a pole on which there is any wire used for the supply of electrical energy for lighting, heating or power purposes, carrying a constant potential alternating current of five thousand (5,000) volts or less between conductors, or twenty-five hundred (2,500) volts or less normally to ground, or a direct current circuit of seven hundred-fifty (750) volts or less to ground, or a constant current series arc or incandescent light circuit carrying seven and five-tenths (7.5) amperes or less, then such police or fire alarm signal wire shall be attached to such pole at a point not less than four (4) feet below such wire used for the supply of electrical energy. (2) In the event sufficient space is not available on said poles for the attachment of the fixtures, said Company will permit the Municipality the use of other facilities furnished by it for the successful operation of the police and fire alarm systems. The Company reserves the right to designate the type of facilities to be furnished to the Municipality for the purposes as stated herein. The Municipality shall, at its own expense, defend all claims, demands or suits on account of any injury to life, limb or property that may result by reason of or in connection with the presence, use, maintenance, erection or removal of the Municipality's police and fire alarm signal wires and their appurtenances pursuant hereto, and hereby agrees to save and keep harmless said Company from any and all damages, judgments, costs and expenses of any kind which may arise by reason thereof.

SECTION 6. As a further consideration for the rights, privileges and authority hereby granted to it hereunder, the Company will pay to the Municipality prior to April 1 in each calendar year an amount equal to  $\frac{3}{4}$  of 1% (Three-fourths of one percent) of the regular annual local service billing within the corporate limits of said Municipality. For the purposes of this computation, the word annual is defined to be the December billing of the previous year multiplied by twelve and local service billing is defined to be the amount billed to the customers and credited on the books of the Company in Account Number 5001, Local Service Revenues - Monthly Service Charges.

SECTION 7. The Company after five (5) days' written notice from the governing body of the Municipality to do so, shall remove or raise or lower its structures temporarily to permit the moving of a building or any other object along a highway, provided the benefited party or parties shall agree to pay the Company an amount equal to the actual cost of effecting such temporary changes in its structures; and provided further that, pending the determination of such actual cost, the benefited party or parties shall have deposited with the Company an amount equal to the cost as estimated by the Company. Should any amount of such deposit remain unexpended, after deducting the actual cost involved, said amount shall be returned to the party making the deposit.

SECTION 8. In case said Company shall fail or neglect to comply with any or all of the provisions of this ordinance (unless by order of the Illinois Commerce Commission or of any other body, board, commission or court of competent jurisdiction, said Company is otherwise directed, or unless the compliance by said Company with such provision is prohibited or adjudged unlawful by an order of the Illinois Commerce Commission or by an order of any other body, board, commission or court of competent jurisdiction), the Municipality reserves the right to repeal this ordinance or rescind this contract, and forfeit the rights hereby created or sought to be created, provided that no such repeal, rescission or forfeiture shall exist or be claimed because of such failure or neglect, until written notice of such failure or neglect so claimed shall have been given to said Company, and a reasonable opportunity afforded it to comply with the provisions hereof or to prove that such compliance already exists. In the event that said Illinois Commerce Commission or any other body, board, commission or court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Company in any matter or thing herein contained, such invalidity or illegality or change shall in no way affect the remaining provisions of this ordinance, or their validity or legality, and this ordinance in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal or such change directed.

SECTION 9. All grants, franchises, rights, licenses and privileges heretofore made or granted by the Municipality by ordinance or otherwise to said Company and all rights of said Company under grants, franchises, rights, licenses and privileges made by the Municipality to others from which said Company may have purchased any part of its poles, lines, equipment or plant, are hereby revoked and repealed, it being the intention that this ordinance shall contain all grants, franchises, rights, licenses and privileges of said Company, and all obligations of said Company in connection therewith.

SECTION 10. Whenever the words "Company" or the words "General Telephone Company of Illinois" are used in this ordinance, they shall be construed to mean the General Telephone Company of Illinois, its lessees, successors and assigns, and this ordinance shall be binding upon and inure to the benefit of the said Company, its lessees, successors and assigns.

SECTION 11. This ordinance shall be in full force upon receipt, by the Clerk of the Municipality, of the Company's written and unconditional acceptance of all the provisions of this ordinance executed by its proper officers thereunto duly authorized, under the corporate seal of said Company, and attested by its Secretary or Assistant Secretary.

SECTION 12. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED this 7th day of September, A.D. 1965

Leo Hermann  
President

APPROVED THIS 7th day of September, A.D. 1965

Leo Hermann  
President

FILED for record this 7th day of September, A.D. 1965

Secretary