

Chapter 15

UTILITY FRANCHISES

Article 1. GAS

Sec. 1. GRANT OF AUTHORITY

The right, permission, and authority is hereby granted to NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, its successors and assigns, (hereinafter referred to as the "Grantee"), to construct, operate, and maintain in and through the VILLAGE OF GRIDLEY, (hereinafter referred to as the "Municipality"), in the State of Illinois, for a term of fifty (50) years, beginning July 3, 2011, a system for the production, distribution, and sale of gas for fuel, heating, processing, and other purposes within and outside the corporate limits of the Municipality, and to construct, lay, maintain, and operate such gas pipes, mains, conductors, and other devices, apparatus, and equipment as may be necessary or convenient for such system in, under, along, and across each and all of the streets, alleys, avenues, and other public places in the Municipality, subject to the conditions and regulations hereinafter set forth.

Sec. 2. SUPERVISION BY COMMISSIONER ON STREETS AND ALLEYS

All pipes, mains, conductors, and other appliances, including connections with service pipes, hereafter laid in streets, alleys, avenues, or other public places, shall be laid under the supervision of the Committee on Streets and Alleys of the Municipality, or such other duly authorized agent of the Municipality as the Board of Trustees may from time to time designate. All pipes, mains, conductors, and other appliances shall be so located as not to injure unnecessarily any drains, sewers, catch basins, water pipes, pavements, or other like public improvements, but should any drain, sewer, catch basin, water pipe, pavement, or other public improvement be injured by such location, the Grantee shall forthwith repair the damage caused by such injury to the satisfaction of the Committee on Streets and Alleys, or such other duly authorized agent, and in default thereof the Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Grantee. The Grantee shall be subject to all reasonable regulations which may now or hereafter be prescribed by general ordinance of the Municipality with respect to the use of the public streets, alleys, avenues, and other public places of the Municipality.

Sec. 3. INDEMNIFICATION

The Grantee shall indemnify, become responsible for, and forever save harmless the Municipality from any and all judgments, damages, decrees, costs, and expenses, including attorneys' fees, which the Municipality may legally suffer or incur, or which may be legally obtained against the Municipality, for or by reason of the use and occupation of any street, alley, avenue, or other public place in the Municipality by the Grantee pursuant to the terms of this ordinance or legally resulting from the exercise by the Grantee of any of the privileges herein granted, and as additional security therefore the Grantee shall, during the life of this ordinance, keep on file with the Village Clerk of the Municipality a good and sufficient bond in the penal sum of Five Thousand Dollars (\$5,000.00), conditioned to protect and indemnify the Municipality as in this section

provided, and said bond shall be subject to the approval of the Board of Trustees of the Municipality, and the Municipality shall have the right from time to time, whenever in the opinion of said Board of Trustees the same may be necessary, to require the Grantee to renew or provide additional or other security on said bond.

Sec. 4. ACCEPTANCE OF ORDINANCE

After the passage of this ordinance, and within thirty (30) days after passage, this ordinance, if accepted, shall be accepted by the Grantee by its filing with the Village Clerk of the Municipality an unconditional written acceptance hereof, to be duly executed according to law, and a failure of the Grantee to so accept this ordinance within said period of time shall be deemed a rejection hereof by the Grantee, and the rights and privileges herein granted shall after the expiration of said period of thirty (30) days if not so accepted, absolutely cease and determine, unless said period of time shall be extended by the Municipality by ordinance duly passed for that purpose and before the expiration of said period of thirty (30) days.

Sec. 5. SUCCESSORS AND ASSIGNS

All provisions of this ordinance which are obligatory upon, or which inure to the benefit of, said Northern Illinois Gas Company shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of said Company, and the word "Grantee" wherever appearing in this ordinance shall include and be taken to mean not only said Northern Illinois Gas Company, but also each and all of such successors and assigns.

Article 2. CABLE TV

Sec. 1.

That there is hereby granted to Gridley Cable, Inc., hereinafter called the franchisee and to its successors, lessees and assigns, the full term of twenty-five years (9/2029) from the date thereof, the right, power and authority to establish, construct, acquire, maintain and operate a Community Antenna Television and closed-circuit electronic system within the Village of Gridley; to render, furnish, sell and distribute television signals and programs and entertainment for all purposes, together with closed circuit electronic service from such system to the inhabitants of the Village and its environs; and to use and occupy the streets, alleys, easements and other public places of said Village as the same now exist or may hereafter exist, for the franchisee's Community Antenna Television and closed-circuit electronic system, including the right to enter and construct, erect, locate, re-locate, repair and rebuild in, on, under, along, over and across the streets, alleys, easements and other public places of said Village all towers, poles, cables, amplifiers, conduits and other facilities owned, leased or otherwise used by the grantee for the furnishing of a Community Antenna Television and closed-circuit electronic service within the Village and environs thereof during the continuance of the franchise hereby granted. The company shall not be required to extend its service lines within said Village more than 250 feet from any customer service feeder line to serve a prospective customer located within said Village.

Sec. 2.

The franchisee's transmission and distribution system cable, wires and appurtenances shall be located, erected and maintained so as not to endanger or interfere with any improvements the Village may deem proper to make or hinder unnecessarily or obstruct the free public use of the streets, alleys, easements, bridges, or other public property. That the franchisee's transmission and distribution system shall in no way interfere with other public utilities now in existence and in operation nor will it interfere with the continued operation and expansion of said public utilities.

Sec. 3.

The franchisee shall have the right to bury cable, and to set, erect, install and maintain its own poles for the mounting of its amplifiers, cables and appurtenances; provided, that the franchisee shall keep and maintain a complete set of maps showing the location of all such poles and buried cable, and that the Village shall be provided with a copy of this map; said map to be kept up to date and accurate at all times, such up-dating to be the responsibility of the franchisee.

Sec. 4.

The maintenance and operation of its transmission and distribution system in the streets, alleys, easements and other public places and in the course of any new construction or addition to its facilities, the franchisee shall proceed so as to cause the least possible inconvenience to the general public. All excavations shall be properly guarded and protected and shall be replaced and the surface restored in a good condition promptly after completion of such work. The franchisee shall at all times comply with any and all rules and regulations which the Village has made or may make applying to the public generally with reference to the removal or replacement of pavement and to excavations in the streets and other public places.

Sec. 5.

The Village reserves the right of reasonable regulation of the erection, construction or installation of any facilities by the franchisee and to reasonably designate where such facilities are to be placed within the public ways and places.

Sec. 6.

That in the event the Village shall lawfully elect to change or alter the location or grade of any street, alley, easement or other public place, or change or re-locate or replace its utility poles at any time during the existence of this franchise, the franchisee shall, upon reasonable notice given by the Village, remove, relay and/or re-locate any system installation affected by such change, by and at franchisee's expense.

Sec. 7.

That the franchisee shall, upon the request of any person holding a building or moving permit, temporarily raise or lower its wires to permit the moving of buildings and other structures. The actual and necessary expense of such temporary removal, raising, or lowering of wires shall be paid by the person requesting the same, and the franchisee shall have the authority to request and require such payment in advance. The franchisee

shall be given not less than 48 hours advance notice to arrange for such temporary wire changes.

Sec. 8.

That the franchisee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places and easements of the Village so as to prevent the branches of such trees from coming in contact with the wires, cables and appurtenances of the franchisee, all trimming to be done under the supervision and direction of the Village and by and at the expense of the franchisee.

Sec. 9.

That the franchisee shall, at all times during the existence of this franchise, be subject to all lawful exercise of the police power by the Village and to such reasonable regulations as the Village shall hereafter by resolution or ordinance provide.

Sec. 10.

The franchisee shall carry sufficient insurance against liability to property damage of not less than \$100,000.00 as to any one accident and not less than \$300,000.00 as to any one accident as it may relate to damage to property and persons. Upon retaining such insurance, the franchisee shall submit to the Village certificates from all companies insuring the franchisee showing that the franchisee is properly insured for all of his liability, and that no such insurance will be canceled or changed except after thirty (30) days notice to the Village.

Sec. 11.

The Village of Gridley is satisfied as to the franchisee's legal, character, financial, technical, and other qualifications, and the adequacy and feasibility of its construction arrangements have been approved by the Village of Gridley as part of a full public proceeding affording due process.

Sec. 12.

The initial franchise period is for a term of twenty-five years commencing upon the date of adoption of this franchise, and any renewal franchise period thereafter granted shall be of reasonable duration.

Sec. 13.

It is understood and agreed that the Village of Gridley will be presented with the regular subscriber service rate when finally determined by the franchisee. The village does not approve or disapprove rates at the present time but agrees that the Village will approve reasonable rates when they are established. The franchisee agrees to work with the Village in establishing reasonable rates for subscribers and to make such surveys and financial projections as may be necessary and to propose reasonable rates.

Sec. 14.

The Village of Gridley directs the franchisee to make investigation of, and resolve, all complaints regarding the quality of service, equipment malfunctions, and similar matters

within 48 hours, and that the franchisee shall maintain a local business office or agent for these purposes.

Sec. 15.

Any modifications of the provisions of this franchise resulting from amendment of the Federal Communications Commission's rules and regulations governing Part 76, shall be incorporated into this franchise within one (1) year of adoption of the modification, or at the time of franchise renewal, whichever occurs first.

Sec. 16.

The franchise fee to be paid to the Village of Gridley shall not exceed 3 percent of the franchisee's gross subscriber revenues per year from the cable television operations in the community (including all forms of consideration, such as lump sum payments) and is affixed by this franchise at the rate of 0 percent per year.

Sec. 17.

All ordinances and parts of ordinances in conflict herewith are hereby repealed as of the effective date of this ordinance.

Sec. 18.

All provisions of this ordinance shall be binding upon the franchisee and all successors, lessees, and assigns of the franchisee whether expressly stated herein or not and all of the right, powers, authorities, grants and privileges secured by this ordinance to the franchisee shall be held to inure to the benefit of the franchisee and all successors, lessees and assigns of the franchisee.

Article 3. TELEPHONE COMPANY

Sec. 1.

That the Gridley Telephone Co., a Corporation, its successors or assigns, are hereby granted the right to install communication facilities consisting of, but not limited to, buried and aerial wires and cables, conduit and manholes, poles and pedestals thereon, upon, over and under such portions of the streets, alleys and utility easements of the Village of Gridley, Illinois, as may not be occupied by it with communication facilities; upon and along such other portions of the streets and alleys of said Village as may from time to time be needed by Gridley Telephone Co. and authorized by the Board of Trustees.

Sec. 2.

That the permit and right granted in and by Section 1 of this Ordinance is granted upon the express conditions hereinafter set forth, and also subject to the conditions and requirements of any Ordinance now in force or in any Ordinances that may hereafter be adopted by said Village. That the said Gridley Telephone Co. shall protect the Village of Gridley, from any and all damages, if any, which any person may sustain to his person or property rights on account of the erection or maintenance of said communication system. Said communication facilities, whenever practicable, shall be placed in the alleys or

utility easements of said Village and where neither is available, the communication facilities shall be installed between the sidewalks and curb or gutter of the streets.

Sec. 3.

That should the Village of Gridley, during the continuance of the rights granted under this Ordinance adopt any Ordinance fixing a tax or fee for the use of its streets and alleys, by the Gridley Telephone Co. facilities erected or maintained under this Ordinance, the said Gridley Telephone Co., its successors or assigns, agree to pay all reasonable license, tax or fees so imposed by such Ordinance.

Sec. 4.

The installation of communication facilities consisting of, but not limited to, buried and aerial wires and cables, conduit and manholes, poles and pedestals under this Ordinance and the future maintenance of the same shall always be subject to the supervision of and the control of the Committee on Streets, Alleys and Sidewalks of said Board of Trustees of the Village of Gridley, Illinois. Where communication facilities have been buried to service patrons, said Committee on Streets, Alleys, and Sidewalks shall notify officials of said Telephone Company in the event any of the communication facilities are likely to be disturbed on account of any proposed construction.

Sec. 5.

The rights herein granted to the Gridley Telephone Co. shall not be exclusive rights to other companies or persons at any time hereafter.

Sec. 6.

This Ordinance shall remain in effect for an initial term ending September 25, 2042 and until replaced by a new ordinance approved by the trustees of the Village of Gridley and the Gridley Telephone Co.