

# City of Rock Falls

603 W. 10<sup>th</sup> Street  
Rock Falls, IL 61071-2854

*Mayor*  
William B. Wescott  
815-380-5333

*City Administrator*  
Robbin Blackert  
815-564-1366



*City Clerk*  
815-622-1100  
Ext. 4

*City Treasurer*  
Kay Abner  
815-622-1100

## Rock Falls City Council Agenda January 5, 2021 6:30 p.m.

Governor Pritzker's Executive Orders No. 2020-07 and No. 2020-18, suspends the in-person attendance requirement for members of the public body and allows for remote participation. In light of the current COVID-19 public health emergency and the prohibition of public gatherings of 10 or more, the City Council has chosen to conduct the City Council Meeting remotely.

If you would like to listen to the meeting, please go to <https://zoom.us/j/98364850701>, and enter the webinar passcode 123456.

### **To submit questions or comments for the Audience Request portion of the meeting:**

Submit your questions to [meeting@rockfalls61071.com](mailto:meeting@rockfalls61071.com) prior to January 5, 2021 at 3:00 p.m. and your questions and/or comments, if appropriate, will be read during the meeting and addressed at that time.

### **Call to Order at 6:30 p.m.**

#### **Roll Call**

### **Audience Requests**

#### **Bid Opening for sale of Real Estate**

1. 710 1/2 Avenue A, Rock Falls, IL (PIN # 11-27-310-015)
2. 614 3<sup>rd</sup> Avenue, Rock Falls, IL (PIN # 11-28-436-020)
3. 1015 9<sup>th</sup> Avenue, Rock Falls, IL (PIN # 11-33-128-008)

### **Community Affairs**

Bethany Bland, President/CEO, Rock Falls Chamber of Commerce

### **Consent Agenda**

1. Approval of the Minutes of the December 15, 2020 Regular Council Meeting
2. Approval of bills as presented

### **City Administrator Robbin Blackert**

### **Information/Correspondence**

James Reese, City Attorney  
Corey Buck, City Engineer

## **Department Heads**

### **Alderman Reports/Committee Chairman Requests**

#### **Ward 1**

Alderman Bill Wangelin

Alderman Gabriella Palmer – Finance/Insurance/Investment Committee Chairman

#### **Ward 2**

Alderman Brian Snow – Building Code Committee Chairman

Alderman Casey Babel

#### **Ward 3**

Alderman Jim Schuneman – Utility Committee Chairman/Tourism Committee Chairman

1. Approval of a Pole Attachment Agreement by and between the City of Rock Falls and Surf Air Wireless, LLC

Alderman Rod Kleckler – Public Works/Public Property Committee Chairman

#### **Ward 4**

Alderman Lee Folsom – Police/Fire Committee Chairman

Alderman Violet Sobottka – Ordinance/License/Personnel/Safety Committee Chairman

### **Mayor's Report**

1. Update on Grant Awards

### **Adjournment**

Next City Council meeting – January 19, 2021 at 6:30 p.m.

Posted: December 31, 2020

Michelle Conklin, Deputy City Clerk

The City of Rock Falls is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with Disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in the meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Mark Searing, ADA Coordinator, at 1-815-622-1108 promptly to allow the City of Rock Falls to make reasonable accommodations within 48 hours of the scheduled meeting.

REGULAR MEETING MINUTES OF THE MAYOR AND ALDERMEN  
OF THE CITY OF ROCK FALLS

December 15, 2020

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was held electronically (via Zoom) due to the COVID-19 Pandemic and Region 1 being placed into Tier 3 Enhanced Mitigation Measures. The meeting was called to order at 6:30 p.m. December 15, 2020 by Mayor Wescott.

Deputy City Clerk Michelle Conklin called the roll. A quorum was present including Mayor Wescott, Aldermen Palmer, Wangelin, Snow, Babel, Schuneman, Kleckler and Sobottka. Alderman Folsom being absent. In addition, Attorney Matt Cole, Attorney James Reese and City Administrator Robbin Blackert were present.

Mayor Wescott called the Public Hearing to order at 6:31 p.m. The purpose of the Public Hearing is to discuss plans for a multi-phase watermain replacement project. The Project Summary and Preliminary Environmental Impact Determination developed by the Illinois Environmental Protection Agency and the Project Plan report developed by the City of Rock Falls will also be discussed.

Matt Hansen and Dan Loos from Willett, Hofmann & Associates stated that the purpose of this Public Hearing is to satisfy a public participation requirement for eligibility in the Illinois Environmental Protection Agency (IEPA) Public Water Supply Revolving Fund (PWSRF) Loan Program for the Water System Improvements projects.

Documents available on the Water System Improvements projects that are available for public inspection are:

1. Project Plan Report
2. IEPA Project Summary and Preliminary Environmental Impacts Determination letter Dated November 10, 2020.

The IEPA has reviewed the Project Plan Report and has determined the project to be technically sound and cost effective. The IEPA will approve the Project Plan at the close of the public comment period unless new information is received from public comments that would cause the IEPA to reconsider.

The City has invested significantly in their water supply, water treatment, and water storage facilities over the last 20 years but needs to put a greater emphasis on the water distribution system. According to the Illinois State Water Survey, the City's water system was originally constructed in 1885, so the existing water distribution system has some water mains that are over 100 years old. An IEPA Water System Inspection Report from May 20, 2016 indicated that some water mains are undersized and may not provide the required minimum system pressure. The report also noted that the unaccounted-for water of the system is greater than 15%, which indicates that leaks are present in the water distribution system. The City records the location of all water main repairs and the proposed water main replacements are located in frequently repaired sections of the water distribution system. The water main replacements will eliminate aging water mains and reduce the amount of unaccounted-for water use.

The recommended improvements will include the replacement of approximately 30,775 linear feet of aging, undersized, deteriorated water main and appurtenances over a 5-year period.

The project will be funded with an IEPA Public Water Supply Revolving Fund Loan. The IEPA loan will be a 20-year loan for each phase. The current IEPA loan interest rate is 1.35% and the annual loan repayment for all five phases would be approximately \$551,919, or approximately \$12.17 per month per user.

Currently, the City is eligible for a reduced interest rate of 1.01% (Small Community Rate), \$400,000 in principal forgiveness, and a loan term up to 30 years. The debt service charge would be approximately \$7.90 if these terms are utilized. Whichever terms the City agrees to will result in the debt service charge being added to the existing monthly user fees in order to repay the loans.

Alderman Schuneman asked if the debt service will affect all of our water users. Mayor Wescott stated that it will be all of the water users, residential, commercial and industrial.

City Administrator Robbin Blackert stated that when we discussed this that the principal debt forgiveness was up to 75%.

Matt Hansen stated that each year the program changes on July 1<sup>st</sup>, what we will do is maximize the principal forgiveness and minimize the loan amount. If the forgiveness is not good one year we don't have to do anything for that year, if at the end of the 5 years that we are looking at we have not done any projects we will have to go through this process again.

Robbin Blackert wanted to clarify is that we don't know what each year will bring so we have the discretion that if we don't want to take the loan in a certain year because we don't like the terms, we are not bound to take this.

Alderman Palmer asked if we can pick and choose which projects we would like to complete or is it that once we are in we have to do these regardless of the loan terms.

Matt Hansen stated that we do have to do all of them and we don't have to stick to the Phases that have been laid out. We can do the ones that are at the top of the priority list and the cost that fits best into the loan forgiveness that we can get.

Alderman Wangelin asked if the cost of this will be passed onto the customers. Administrator Blackert stated that we are going to keep the loans in line with the Debt Service Charge that the customers are already being billed and not go over it so there will be no increase to the customer.

## ENVIRONMENTAL IMPACTS

1. Illinois Department of Natural Resources (IDNR)

State Historic Preservation Office (SHPO) has concluded that adverse effects are unlikely. IDNR EcoCAT indicated the presence of the Northern long-eared bat within the project area and if trees are to be removed, a field visit should be performed by a qualified individual to determine if suitable trees are present that will provide habitat for the Northern long-eared bat. If suitable trees are present to provide habitat, they should be flagged and/or clearly marked and not be cut April 1<sup>st</sup> - October 31<sup>st</sup>.

2. U.S. Army Corps of Engineers (USACE)

No construction will occur at or near a body of water that will require review or sign-off from USACE.

The City will receive public comments concerning this project for a period of 10 days after the public hearing. Public comments can be made in writing to Ms. Michelle Conklin, Business Office Supt., City of Rock Falls, 603 W. 10<sup>th</sup> Street, Rock Falls, IL 61071 or to Ms. Lanina Clark, Infrastructure Financial Assistance Section, Illinois Environmental Protection Agency, Bureau of Water, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276, (217) 782-2027.

Mayor Wescott closed the Public Hearing at 6:55 p.m.

Consent Agenda items 1 and 2 were read aloud by Deputy City Clerk Michelle Conklin.

1. Approval of the Minutes of the December 1, 2020 Regular Council Meeting
2. Approval of bills as presented

A motion was made by Alderman Snow and second by Alderman Wangelin to approve Consent Agenda items 1 and 2.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Kleckler and second by Alderman Schuneman to Approve the Preliminary Engineering Services Agreement for Phase 1 - E 11<sup>th</sup> Street Bridge over the Illinois Mississippi Feeder Canal - Section # 19-00137-00-BR with Willett, Hofmann & Associates, Inc. 809 East 2<sup>nd</sup> Street, Dixon Illinois, amount not to exceed \$118,943.02

**Vote 7 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Wangelin to adjourn.

**Viva Voce Vote, motion carried. (7:04 p.m.)**

  
Michelle Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 01/05/2020

To the Mayor and City Council of the City of Rock Falls, Your Committee on Finance would respectfully report that they have examined the following bills presented against the City, and have found the same correct and would recommend the payment of the various amounts to the several claimants as follows:

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Tourism		4176.31
General Fund		60503.95
Building Code Demolition Fund		960.50
Electric		443313.06
IT Fund		48159.00
Fiber Optic Broadband	Taxable	85.04
Sewer		72607.31
Water		30704.09
Garbage Fund		43035.00
Customer Service Center		4826.51
Safe Passage/Non Evidentiary		582.83
Customer Utility Deposit		\$217.56
		\$709,171.16

Alderman Kleckler  
Alderman Wangelin  
Alderman Palmer

DATE: 12/15/20  
TIME: 10:31:49  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/15/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
04	BUILDING		
5253	WEX BANK	39,236.46	104.63
	BUILDING		104.63
06	POLICE		
5253	WEX BANK	39,236.46	1,855.93
	POLICE		1,855.93
10	STREET		
5253	WEX BANK	39,236.46	273.67
	STREET		273.67
13	FIRE		
5253	WEX BANK	39,236.46	468.20
	FIRE		468.20
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5253	WEX BANK	39,236.46	806.81
	OPERATION & MAINTENANCE		806.81
SEWER FUND			
38	OPERATION & MAINTENANCE		
5253	WEX BANK	39,236.46	157.61
	OPERATION & MAINTENANCE		157.61
WATER FUND			
48	OPERATION & MAINTENANCE		

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 12/15/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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WATER FUND			
48	OPERATION & MAINTENANCE		
5253	WEX BANK	39,236.46	304.14
	OPERATION & MAINTENANCE		304.14
	TOTAL ALL DEPARTMENTS		3,970.99

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 12/18/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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TOURISM			
05	TOURISM		
1289	CITY OF ROCK FALLS UTILITIES	313,370.40	14.05
1493	WILLIAM & MARY COMPUTER CENTER	21,973.40	1,269.00
771	PINNEY PRINTING CO	11,253.47	740.34
	TOURISM		2,023.39
GENERAL FUND			
01	ADMINISTRATION		
1289	CITY OF ROCK FALLS UTILITIES	313,370.40	14.05
1581	RICHARD SIMON	100.00	357.00
4334	CIRCUIT CLERK OF BUREAU CO.		375.00
T0003010	BAUDVILLE		662.00
	ADMINISTRATION		1,408.05
02	CITY ADMINISTRATOR		
1289	CITY OF ROCK FALLS UTILITIES	313,370.40	7.03
	CITY ADMINISTRATOR		7.03
04	BUILDING		
1289	CITY OF ROCK FALLS UTILITIES	313,370.40	28.10
1493	WILLIAM & MARY COMPUTER CENTER	21,973.40	936.50
4655	WHEELHOUSE, INC.	3,510.16	650.00
	BUILDING		1,614.60
05	CITY CLERK'S OFFICE		
1289	CITY OF ROCK FALLS UTILITIES	313,370.40	28.10
1493	WILLIAM & MARY COMPUTER CENTER	21,973.40	4,213.50
	CITY CLERK'S OFFICE		4,241.60
06	POLICE		

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 12/18/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES	313,370.40	1,240.01
1448	IL DEPT OF INNOVATION &	2,789.01	398.43
2380	AUTOZONE	275.68	64.23
651	NICOR	15,929.40	118.20
752	ROCK FALLS AREA DOG CONTROL	3,483.34	480.42
	POLICE		2,301.29
10	STREET		
1289	CITY OF ROCK FALLS UTILITIES	313,370.40	1,269.34
1466	ALARM DETECTION SYSTEMS, INC.	4,214.14	582.33
194	GRUMMERT'S HARDWARE - R.F.	4,165.47	49.26
34	ALTORFER INC.	824,299.83	19.70
4796	VERIZON WIRELESS	10,542.77	58.92
5269	DIXON PAINT COMPANY	2,137.21	86.30
55	ARAMARK UNIFORM SERVICES, INC.	6,951.28	88.22
651	NICOR	15,929.40	555.67
852	S.J. SMITH CO INC	610.20	242.71
	STREET		2,952.45
12	PUBLIC PROPERTY		
1289	CITY OF ROCK FALLS UTILITIES	313,370.40	7,342.03
4651	MOST PLUMBING & MECHANICAL LLC	7,185.25	1,976.00
651	NICOR	15,929.40	214.79
	PUBLIC PROPERTY		9,532.82
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	313,370.40	1,143.92
194	GRUMMERT'S HARDWARE - R.F.	4,165.47	27.49
4385	DINGES FIRE COMPANY	5,976.00	466.54
5296	BRADFORD SUPPLY CO	373.49	4.39
651	NICOR	15,929.40	354.58
T0003294	MOBILE ELECTRONICS, INC		3,097.22
	FIRE		5,094.14

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 12/18/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1052	SAUK VALLEY MEDIA	3,273.30	960.50
	BUILDING CODE DEMOLITION FUND		960.50
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1052	SAUK VALLEY MEDIA	3,273.30	473.14
1289	CITY OF ROCK FALLS UTILITIES	313,370.40	6,974.57
1527	RESCO	91,825.32	13,159.00
194	GRUMMERT'S HARDWARE - R.F.	4,165.47	32.35
2187	BORDER STATES INDUSTRIES INC	7,261.33	249.00
2451	MENARDS	3,199.94	54.97
2606	MIKE'S REPAIR SERVICE	2,593.74	15.50
34	ALTORFER INC.	824,299.83	1,318.36
4148	BHMG ENGINEERS	224,928.30	17,141.21
4207	O'REILLY AUTOMOTIVE INC	2,767.49	47.84
437	ILLINOIS MUNICIPAL ELECTRIC	2,812,529.85	356,234.78
4544	UPS	197.55	5.59
4626	ENGEL ELECTRIC CO.	14,046.56	1,805.25
4796	VERIZON WIRELESS	10,542.77	485.48
4995	CLOUDPOINT GEOSPATIAL	57,765.15	405.00
529	LAWSON PRODUCTS, INC.	395.86	843.62
651	NICOR	15,929.40	668.32
	OPERATION & MAINTENANCE		399,913.98
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
4796	VERIZON WIRELESS	10,542.77	85.04
	FIBER OPTIC BROADBAND/TAXABLE		85.04
SEWER FUND			
30	SEWER		
631	MURRAY & SONS EXCAVATING, INC	180,353.30	10,840.00
	SEWER		10,840.00

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 12/18/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	6,977.78	5,508.22
1289	CITY OF ROCK FALLS UTILITIES	313,370.40	21,715.06
1449	QUALITY READY MIX	20,469.88	165.00
1493	WILLIAM & MARY COMPUTER CENTER	21,973.40	8,036.25
194	GRUMMERT'S HARDWARE - R.F.	4,165.47	7.97
200	COM ED	1,174.33	124.10
2451	MENARDS	3,199.94	43.98
2611	FISCH MOTORS INC	849.00	85.00
34	ALTORFER INC.	824,299.83	68.68
4779	CES MATERIAL HANDLING		657.00
4796	VERIZON WIRELESS	10,542.77	161.77
4995	CLOUDPOINT GEOSPATIAL	57,765.15	405.00
651	NICOR	15,929.40	4,602.77
	OPERATION & MAINTENANCE		41,580.80
WATER FUND			
40	WATER		
1052	SAUK VALLEY MEDIA	3,273.30	91.00
4361	FERGUSON WATERWORKS #2516	55,050.21	8,347.18
	WATER		8,438.18
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	2,036.25	42.20
1289	CITY OF ROCK FALLS UTILITIES	313,370.40	7,227.94
1449	QUALITY READY MIX	20,469.88	2,633.75
1493	WILLIAM & MARY COMPUTER CENTER	21,973.40	516.95
194	GRUMMERT'S HARDWARE - R.F.	4,165.47	82.62
2451	MENARDS	3,199.94	176.34
3010	CUSTOM MONOGRAM	2,843.10	627.64
4207	O'REILLY AUTOMOTIVE INC	2,767.49	133.82
4796	VERIZON WIRELESS	10,542.77	38.01
4995	CLOUDPOINT GEOSPATIAL	57,765.15	405.00
5151	LEE JENSEN SALES CO, INC.	3,790.50	409.40
5176	DIRECT IN SUPPLY	970.43	741.71
5238	FDF INC	1,500.00	750.00
55	ARAMARK UNIFORM SERVICES, INC.	6,951.28	97.86
651	NICOR	15,929.40	383.13
T0001959	SAUK VALLEY PLUMBING INC	455.32	294.35
	OPERATION & MAINTENANCE		14,560.72

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INVOICES DUE ON/BEFORE 12/18/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	308,547.78	42,910.00
	GARBAGE		42,910.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1289	CITY OF ROCK FALLS UTILITIES	313,370.40	49.18
5309	QUADIENT LEASING USA INC		1,439.82
	CUSTOMER SERVICE CENTER		1,489.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0003025	JASON KOPITAS		11.65
	CUSTOMER UTILITY DEPOSITS		11.65
	TOTAL ALL DEPARTMENTS		549,965.24

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 12/31/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
200	COM ED	1,298.43	20.94
2528	LAMAR ADVERTISING COMPANY	12,280.00	1,535.00
5015	CARD SERVICE CENTER	20,342.96	585.59
5032	COMCAST	3,390.95	11.39
	TOURISM		2,152.92
GENERAL FUND			
01	ADMINISTRATION		
2985	WALMART COMMUNITY/SYNCB	2,728.59	18.73
4331	CIRCUIT CLERK OF LEE COUNTY	3,275.00	400.00
5015	CARD SERVICE CENTER	20,342.96	278.33
5032	COMCAST	3,390.95	11.39
	ADMINISTRATION		708.45
02	CITY ADMINISTRATOR		
5032	COMCAST	3,390.95	5.69
	CITY ADMINISTRATOR		5.69
04	BUILDING		
5015	CARD SERVICE CENTER	20,342.96	8.00
5032	COMCAST	3,390.95	22.78
5220	TECHNOLOGY FINANCE CORP	8,308.58	30.43
	BUILDING		61.21
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	20,342.96	196.73
5032	COMCAST	3,390.95	22.78
	CITY CLERK'S OFFICE		219.51
06	POLICE		

INVOICES DUE ON/BEFORE 12/31/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
1448	IL DEPT OF INNOVATION &	3,187.44	398.43
1493	WILLIAM & MARY COMPUTER CENTER	36,945.60	4,309.17
1853	MOORE TIRES INC.	5,949.66	166.23
2268	SINNISSIPPI ROD AND GUN CLUB		2,000.00
432	ILLINOIS FIRE & POLICE	444.00	61.00
4796	VERIZON WIRELESS	11,371.99	284.07
4806	AXON ENTERPRISE INC	7,330.40	16,260.00
5015	CARD SERVICE CENTER	20,342.96	217.05
5032	COMCAST	3,390.95	182.68
5208	KALEEL'S	448.00	124.00
	POLICE		24,002.63
10	STREET		
1040	ZARNOTH BRUSH WORKS, INC.		561.68
2771	WINDSTREAM	3,006.51	404.52
4207	O'REILLY AUTOMOTIVE INC	2,949.15	11.99
4913	MID-WEST TRUCKERS ASSOC INC	1,680.75	37.50
5032	COMCAST	3,390.95	11.39
5220	TECHNOLOGY FINANCE CORP	8,308.58	243.47
	STREET		1,270.55
12	PUBLIC PROPERTY		
1165	CEC OF THE SAUK VALLEY INC	12,486.00	129.55
423	AT&T	6,780.40	667.24
5015	CARD SERVICE CENTER	20,342.96	-5.37
	PUBLIC PROPERTY		791.42
13	FIRE		
1493	WILLIAM & MARY COMPUTER CENTER	36,945.60	70.00
194	GRUMMERT'S HARDWARE - R.F.	4,365.16	23.38
2301	STERLING NAPA	264.21	24.49
2985	WALMART COMMUNITY/SYNCB	2,728.59	130.36
350	GISI BROS. INC.	6,728.89	299.73
4207	O'REILLY AUTOMOTIVE INC	2,949.15	134.38
432	ILLINOIS FIRE & POLICE	444.00	61.00

INVOICES DUE ON/BEFORE 12/31/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
13	FIRE		
4385	DINGES FIRE COMPANY	6,442.54	420.15
4796	VERIZON WIRELESS	11,371.99	167.90
4820	HOTSY EQUIPMENT CO		32.00
5015	CARD SERVICE CENTER	20,342.96	2,166.93
5032	COMCAST	3,390.95	59.76
	FIRE		3,590.08
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1527	RESCO	104,984.32	603.10
2187	BORDER STATES INDUSTRIES INC	7,510.33	13.18
2557	ASPLUNDH TREE EXPERT CO.	141,975.80	15,788.00
2606	MIKE'S REPAIR SERVICE	2,609.24	67.14
2985	WALMART COMMUNITY/SYNCB	2,728.59	30.68
4626	ENGEL ELECTRIC CO.	15,851.81	222.21
4913	MID-WEST TRUCKERS ASSOC INC	1,680.75	45.00
5015	CARD SERVICE CENTER	20,342.96	149.44
5032	COMCAST	3,390.95	56.94
5129	STUART C IRBY CO	24,949.24	4,033.00
5142	HEPLER BROOM LLC	9,532.60	245.10
5212	POWER/MATION	1,268.75	7,141.64
5220	TECHNOLOGY FINANCE CORP	8,308.58	517.39
66	STERLING CHEVROLET CO.	1,506.86	90.45
825	ILLINOIS SECRETARY OF STATE	301.00	9.00
918	THOMASSON COMPANY	11,567.00	13,580.00
	OPERATION & MAINTENANCE		42,592.27
IT FUND			
22	IT FUND		
1493	WILLIAM & MARY COMPUTER CENTER	36,945.60	48,159.00
	IT FUND		48,159.00
SEWER FUND			
30	SEWER		
1023	WILLETT, HOFMANN & ASSOCIATES	197,767.20	1,670.90

INVOICES DUE ON/BEFORE 12/31/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
30	SEWER		
631	MURRAY & SONS EXCAVATING, INC	191,193.30	3,275.00
	SEWER		4,945.90
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	12,486.00	115.00
1853	MOORE TIRES INC.	5,949.66	24.71
194	GRUMMERT'S HARDWARE - R.F.	4,365.16	4.83
200	COM ED	1,298.43	38.85
2655	MISSISSIPPI VALLEY PUMP, INC.	20,149.00	689.00
2985	WALMART COMMUNITY/SYNCB	2,728.59	227.96
4119	USA BLUE BOOK	5,408.32	407.94
4684	SCHMITT PLUMBING & HEATING INC	22,474.25	850.00
4796	VERIZON WIRELESS	11,371.99	76.02
4913	MID-WEST TRUCKERS ASSOC INC	1,680.75	30.00
5032	COMCAST	3,390.95	39.86
5136	AQUA-AEROBIC SYSTEMS INC	5,125.04	6,059.34
5220	TECHNOLOGY FINANCE CORP	8,308.58	182.61
5283	RHINO INDUSTRIES INC	15,137.92	5,616.88
631	MURRAY & SONS EXCAVATING, INC	191,193.30	720.00
	OPERATION & MAINTENANCE		15,083.00
WATER FUND			
40	WATER		
1023	WILLETT, HOFMANN & ASSOCIATES	197,767.20	1,557.30
5305	ADVANCED VALVE TECHNOLOGIES LL		3,613.00
	WATER		5,170.30
48	OPERATION & MAINTENANCE		
2985	WALMART COMMUNITY/SYNCB	2,728.59	26.16
4207	O'REILLY AUTOMOTIVE INC	2,949.15	280.11
4528	MODERN SHOE SHOP	2,321.88	691.47
4655	WHEELHOUSE, INC.	4,160.16	20.00
4796	VERIZON WIRELESS	11,371.99	114.03
4913	MID-WEST TRUCKERS ASSOC INC	1,680.75	37.50
5015	CARD SERVICE CENTER	20,342.96	169.97

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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 12/31/2020

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
5032	COMCAST	3,390.95	28.47
5110	KUNES COUNTRY AUTO GROUP	30,084.67	650.00
5220	TECHNOLOGY FINANCE CORP	8,308.58	213.04
	OPERATION & MAINTENANCE		2,230.75
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	351,457.78	125.00
	GARBAGE		125.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1493	WILLIAM & MARY COMPUTER CENTER	36,945.60	3,297.65
5032	COMCAST	3,390.95	39.86
	CUSTOMER SERVICE CENTER		3,337.51
SAFE PASSAGE/NON EVIDENTIARY			
57	SAFE PASSAGE/NON EVIDENTIARY		
2985	WALMART COMMUNITY/SYNCB	2,728.59	582.83
	SAFE PASSAGE/NON EVIDENTIARY		582.83
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005403	JACOB LIPKA		42.97
T0005404	ARIANA TARNER		55.66
T0005405	SUZY WANG		107.28
	CUSTOMER UTILITY DEPOSITS		205.91
	TOTAL ALL DEPARTMENTS		155,234.93

# Pole Attachment Agreement

By and between

THE CITY OF ROCK FALLS, ILLINOIS

And

SURF AIR WIRELESS, LLC.

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## POLE ATTACHMENT LICENSE AGREEMENT

This Pole Attachment License Agreement (the "Agreement") dated \_\_\_\_\_, 2020 ("Effective Date") is made by and between the City Rock Falls, Illinois, a municipal corporation ("City"), and Surf Air Wireless, LLC ("Licensee").

### Recitals

**Whereas**, City owns and operates a municipally-owned utility ("Utility") performing the essential public services of distributing electric power to the citizens, businesses and institutions of the Rock Falls, Illinois; and

**Whereas**, City is responsible for safeguarding the integrity of its electric system, obtaining fair compensation for the use of its infrastructure through collection of fees and other charges, ensuring compliance with all applicable federal, state and local laws, rules and regulations, ordinances and standards and policies, and permitting fair and reasonable access to available capacity on City's Utility infrastructure; and

**Whereas**, Licensee proposes to install and maintain Communications Facilities (hereinafter defined) and associated equipment (Licensee's "Attachments") on City's Utility Poles ("Utility Poles" or "Poles") to provide Communications Services (hereinafter defined); and

**Whereas**, City, acting through its Utility is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee's Attachments on Utility Poles, provided that City, acting through its Utility may refuse, on a nondiscriminatory basis, to issue a Permit where there is insufficient capacity or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standard; and

**Whereas**, the parties intend that this Agreement shall replace and supersede all previous pole attachment and or infrastructure use agreements between the parties upon the Effective Date of this Agreement.

**Therefore**, in consideration of the mutual covenants, terms and conditions set out below the parties agree as follows:

### **Article 1. Definitions**

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific Article or Paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- 1.1 **Affiliate:** when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.
- 1.2 **Applicable Standards and Specifications:** means all applicable engineering and safety standards and specifications governing the installation, maintenance, and operation of facilities and the performance of all work in or around electric Utility Facilities and includes the most current versions of National Electric Safety Code ("NESC"), the National Electrical Code ("NEC"), and the regulations of the Occupational Safety and Health Administration ("OSHA"), each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements, standards or specifications, of City's Utility or other federal, state, or local authority with jurisdiction over Utility Facilities, as such requirements may be revised, modified, restated, supplemented or updated by Utility from time to time. City's Utility's current Standards and Specifications are set forth in the document attached in Appendix C.
- 1.3 **Attaching Entity:** means any public or private entity, including Licensee, that, pursuant to a license agreement with Utility, places an Attachment on Utility's Pole(s).
- 1.4 **Attachment(s):** means Licensee's Communications Facilities that are placed directly on Utility's Poles or supported by facilities attached or placed on Utility's Poles. An Attachment to a Utility pole shall include the area 6" above and 6" below the physical point of the Facilities attachment to the Pole.
- 1.5 **Capacity:** means the ability of a Pole to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.
- 1.6 **Communications Facilities:** means wireline facilities, including but not limited to, fiber optic, copper, and/or coaxial cables, all associated equipment utilized to provide Communications Service, but excluding Wireless Facilities affixed to Utility's Poles. All Wireless Facilities attached to Utility's Poles must be authorized pursuant to a separate agreement or rider/addendum to this Agreement.
- 1.7 **Communications Service:** means the transmission or receipt of video, data, broadband Internet, or other forms of digital or analog signals over Communications Facilities.
- 1.8 **Correct:** means to perform work to bring an Attachment into compliance with Applicable Standards.
- 1.9 **Emergency:** means a situation exists which, in the reasonable discretion of Licensee or Utility, if not remedied immediately, poses an imminent threat to public to public health, life, or safety, damage to property or a service outage.
- 1.10 **Environmental Laws:** means all federal, state and local statutes, and all regulations or ordinances of any federal, state, county or local regulatory agency, relating to the protection of health, safety or the environment including, without limitation, the Clean Air Act, the Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substance Control Act, all statutes, rules and

regulations applicable to wetlands and all similar state and local laws now or hereinafter enacted or amended.

- 1.11 **Equipment Attachment:** means each power supply, amplifier, pedestal, appliance or other single device or piece of equipment but excluding wireless attachments affixed to any City Pole or Utility Facilities.
- 1.12 **Licensee:** means Surf Air Wireless, LLC, its authorized successors and assignees.
- 1.13 **Make-Ready or Make-Ready Work:** means all work that Utility reasonably determines to be required to accommodate Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of Utility Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole replacement and construction, but does not include Licensee's routine maintenance.
- 1.14 **Micro Wireless Facility:** means a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.
- 1.15 **Occupancy:** means the use or reservation of space for Attachments on a Utility Pole.
- 1.16 **Overlash:** means to place an additional wire or cable Communications Facility onto an existing attached Communications Facility. Absent separate concurrence, Overlash shall not include the suspension of wireless facilities on existing Attachments or Communications Facility. Overlash shall not be counted as a separate Attachment for purposes of calculating annual Pole Attachment Fees.
- 1.17 **Pedestals/Vaults/Enclosures:** means above- or below-ground housings that are not attached to City Poles but are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices, and/or to provide a service connection point.
- 1.18 **Permit:** means written or electronic authorization by Utility for Licensee to make or maintain Attachments to specific City Poles pursuant to the requirements of this Agreement. Licensee's Attachments made prior to the Effective Date and previously authorized by Utility ("Existing Attachments") shall be deemed Permitted Attachments hereunder.
- 1.19 **Pole or Utility Pole:** means a pole owned or controlled by City or Utility that is used for the distribution of electricity and/or Communications Service and is capable of supporting Attachments for Communications Facilities. For purposes of this Agreement, a City owned or controlled pole includes poles owned or jointly-owned by a third-party on which the City has authority to manage the use and installation of Attachments within the communications space.

- 1.20 **Post-Construction Inspection:** means the inspection by Utility or Licensee or some combination of both to verify that the Attachments have been made in accordance with Applicable Standards and the Permit.
- 1.21 **Pre-Construction Survey:** means all work or operations required by Applicable Standards and/or Utility to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection and administrative processing.
- 1.22 **Reserved Capacity:** means capacity or space on a Pole that City has identified and reserved for its own future utility requirements at the time of the Permit grant pursuant to a bona fide development plan projecting a need for such use, including the installation of communications circuits for operation of Utility's gas and/or electric system.
- 1.23 **Riser:** means metallic or plastic encasement materials placed vertically on the Pole to guide and protect wires and cables.
- 1.24 **Tag:** means to place distinct markers on wires and cables, coded by color or other means specified by Utility and/or applicable federal, state or local regulations, that will readily identify the type of Attachment (*e.g.*, cable TV, telephone, high-speed broadband data, public safety) and its owner.
- 1.25 **Unauthorized Attachment:** means any Attachment placed on Utility's Pole(s) without such authorization as is required by this Agreement, provided the Licensee's Attachments made pursuant to a prior agreement between the parties shall not be considered Unauthorized Attachments.
- 1.26 **Utility Facilities:** means all personal property and real property owned or controlled by City Utility, including Poles and related facilities.
- 1.27 **Wireless Facility** means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment regardless of technological configuration. "Wireless Facility" does not include: (i) the structure or improvement on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

## Article 2. **Scope of Agreement**

- 2.1 **Grant of License.** Subject to the provisions of this Agreement, City grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain Attachments to City's Utility Poles.

- 2.2 **No Wireless Attachments.** This Agreement does not contemplate or authorize the attachment of wireless attachments to City Poles, and such use will only be allowed pursuant to a separately negotiated wireless pole attachment agreement or rider/amendment hereto. Nor does this Agreement authorize the installation of Wireless Facilities (excluding Micro Wireless Facilities) mid-span on existing Attachments absent the City's prior authorization.
- 2.3 **Parties Bound by Agreement.** Licensee and City agree to be bound by all provisions of this Agreement.
- 2.4 **Permit Issuance Conditions.** City, acting through the Utility will issue one or more Permit(s) to Licensee only when the City/Utility determines, in its sole judgment, exercised reasonably, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards.
- 2.5 **Reserved Capacity.** Access to space on Utility Poles will be made available to Licensee with the understanding that certain Poles may be subject to Reserve Capacity for future service use. At the time of Permit issuance, Utility shall notify Licensee if capacity on particular poles is being reserved for reasonably foreseeable future electric use. For Attachments made with notice of such a Reservation of Capacity, on giving Licensee at least sixty (60) calendar days prior notice, Utility may reclaim such Reserved Capacity at any time following the installation of Licensee's Attachment if required for City's future utility service. If reclaimed for Utility's use, Utility may at such time also install associated facilities, including the attachment of communications lines for internal Utility operational or governmental communications requirements, but not for commercial usage by a third party. Utility shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand Capacity for core utility service requirements, so that Licensee can maintain its Attachment on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article 9.
- 2.6 **No Interest in Property.** No use, however lengthy, of any Utility Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easement or other ownership or property right of any nature in any portion of such Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of City's rights to Utility Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a Licensee only.
- 2.7 **Licensee's Right to Attach.** Nothing in this Agreement, other than a Permit issued pursuant to Article 6, shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole.

- 2.8 **Utility's Rights over Poles.** The parties agree that this Agreement does not in any way limit Utility's right to locate, operate, maintain, or remove its Poles in the manner that will best enable it to fulfill its service requirements or to comply with any federal, state, or local legal requirement.
- 2.9 **Restoration of Utility Service.** Utility's service restoration requirements shall take precedence over any and all work operations of Licensee on Utility's Poles.
- 2.10 **Expansion of Capacity.** Utility will take reasonable steps to expand Pole Capacity when necessary to accommodate Licensee's request for Attachment. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require City to install, retain, extend, or maintain any Pole for use when such Pole is not needed for Utility's own service requirements.
- 2.11 **Other Agreements.** Except as expressly provided in this Agreement, nothing in this Agreement shall limit, restrict, or prohibit City from fulfilling any agreement or arrangement regarding its Poles into which City has previously entered, or may enter in the future, with others not party to this Agreement.
- 2.12 **Permitted Uses.** This Agreement is limited to the uses specifically stated in the recitals set forth above and no other use shall be allowed without City Utility's express written consent to such use. Nothing in this Agreement shall be construed to require Utility to allow Licensee to use Utility's Poles after the termination of this Agreement.
- 2.13 **Overlapping.** The following provisions apply to Overlapping:
- 2.13.1 Notwithstanding any other provisions herein to the contrary, Licensee may Overlap Licensee's existing authorized Attachments on Poles. Licensee shall provide Utility with at least five (5) days prior written notice of the proposed Overlapping. If after receiving advance notice, the Utility determines that an Overlap would create a capacity, safety, reliability, or engineering issue, it shall provide notice of the issue(s) to the Licensee within the five (5) day advance notice period and thereafter Licensee must address any identified issues before continuing with the Overlap. Licensee shall notify Utility no later than 30 days following the placement of the Overlap.
- 2.13.2 Overlapping without such prior notification is not permitted and shall constitute an "Unauthorized Overlap" and is subject to imposition of an Unauthorized Overlap fee, as specified in Appendix A. All existing Overlap installed in compliance with Applicable Standards as of the Effective Date of this Agreement shall be deemed authorized, and no Overlap shall be subject to an Unauthorized Overlap fee until after the first inventory.
- 2.13.3 Authorized Overlapping to accommodate Attachments of Licensee or its Affiliate(s) shall not increase the Annual Attachment Fee paid by Licensee pursuant to Appendix A, Item 1. Licensee or Licensee's Affiliate shall, however, be responsible for all Make Ready Work

and other charges associated with the Overlashing. Licensee shall not have to pay a separate Annual Attachment Fee for such Overlashed Attachment.

2.13.4 At Licensee's request, City may allow Overlashing to accommodate facilities of a third party, not affiliated with Licensee. In such instances, the costs of all necessary Make-Ready Work required to accommodate the Overlashing shall be borne by Licensee. In no event will City authorize a third-party entity to overlash Licensee's Attachments absent Licensee's prior authorization.

2.13.5 Make-Ready Work procedures set forth in Article 7 shall apply, as necessary, to all Overlashing.

**2.14 Micro Wireless Facilities.** Licensee may install Micro Wireless Facilities by suspending them from existing authorized Attachments, provided that all such installations are in accordance with all Applicable Standards. The City shall not require an application, approval or permit or require any fees or other charges, from Licensee for the installation, placement, maintenance, operation or replacement of Micro Wireless Facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes. Licensee shall provide City with written notice of such installations within thirty (30) days of installation.

**2.15 Electric Power.** To the extent Licensee requires electric service for its facilities it shall obtain such power pursuant to the applicable standard process for such service.

### **Article 3. Fees and Charges**

**3.1 Payment of Fees and Charges.** Licensee shall pay to City the fees and charges specified in Appendix A and shall comply with the terms and conditions specified in this Agreement.

**3.2 Payment Period.** Unless otherwise expressly provided, Licensee shall pay any invoice it receives from City pursuant to this Agreement within forty-five (45) calendar days of receipt of invoice. Failure to contest or otherwise dispute an invoice within ninety (90) calendar days of receipt shall be deemed to be acceptance by the Licensee.

**3.3 Application Fee.** Licensee shall be charged a non-refundable Application Fee for each Pole for which it seeks to make an Attachment. The current Application Fee is ninety-five dollars (\$95) per Pole, which costs covers the administrative review and processing of the Application as well as the preliminary engineering and survey work necessary to review the application and determine the necessary make-ready work, provided that such Application Fee costs or charges are not otherwise accounted for in the calculation of Annual Pole Attachment Fees or Make-Ready. Failure to include Application Fees will cause the Application(s) to be deemed incomplete, and Utility will not process such Application(s) until the Application Fees are, paid. Utility will make timely and reasonable efforts to contact Licensee should its Application Fee not be received.

- 3.4 **Pole Attachment Fee.** Licensee shall be charged an Annual Pole Attachment Fee ("Pole Fee") per wireline Attachment, per year, as set out in Appendix A.
- 3.5 **Billing of Attachment Fee.** City shall invoice Licensee for the per-pole Attachment Fee annually. City will submit to Licensee an invoice for the annual rental period not later July 31 of each year. The initial annual rental period shall commence upon the Effective Date of this Agreement and conclude on June 30 of the next year, and each subsequent annual rental period shall commence on the following July 1 and conclude on June 30 of the subsequent year. The invoice shall set forth the total number of Utility's Poles on which Licensee was issued Permit(s) for Attachments during such annual rental period, including any previously authorized and valid Permits.
- 3.5.1 **Contesting Fee.** Licensee shall have forty-five (45) days from receipt of invoice to contest the number of Attachments. Failure to contest or otherwise dispute the invoice within forty-five (45) days of receipt shall be deemed to be acceptance by the Licensee.
- 3.6 **Refunds.** No fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted under this Agreement.
- 3.7 **Late Charge.** If City does not receive payment for any fee or other amount owed within forty-five (45) calendar days after it becomes due it shall be considered delinquent. For any delinquent payments, Licensee shall be assessed interest on the amount due interest at the rate of two and a half percent (2.5%) per month.
- 3.8 **Charges and Expenses.** Licensee shall reimburse City and any other Attaching Entity for those actual, reasonable and documented costs for facilitating Licensee's Attachments or for which Licensee is otherwise responsible under this Agreement after acceptance of make-ready estimate.
- 3.8.1 Such costs and reimbursements shall include, but not necessarily be limited to, make-ready work, all design, engineering, administration, supervision, payments, labor, materials, equipment and transportation used for work on, or in relation to Licensee's Attachments as set out in this Agreement or as requested by Licensee in writing. Such costs shall not include the costs of the administrative review and processing of Applications or the preliminary engineering and survey work necessary to review the application and determine the necessary make-ready work that are otherwise covered by the Application Fee.
- 3.9 **Advance Payment.** City in its sole discretion will determine the extent to which Licensee will be required to pay in advance estimated costs, including, but not limited to, administrative, construction, inspections, and Make-Ready Work costs, in connection with the initial installation or rearrangement of Licensee's Attachments pursuant to the procedures set forth in Articles 6 and 7 below.
- 3.10 **True-Up.** Whenever City, in its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Licensee and the actual cost of the activity exceeds the advance payment of estimated expenses, Licensee agrees to pay City for the difference in cost,

provided that Utility documents such costs with sufficient detail to enable Licensee to verify the charges. To the extent that City's actual cost of the activity is less than the estimated cost, City shall refund to Licensee the difference in cost.

- 3.11 Determination of Charges.** Wherever this Agreement requires Licensee to pay for work done or contracted by Utility, the charge for such work shall include all reasonable material, labor, engineering, and administrative costs. City shall bill its services based upon actual costs, and such costs will be determined in accordance with City Utility's cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor costs per hour, persons employed, and costs of materials used. Consistent with Article 18, if Licensee was required to perform work and fails to perform such work within the specified timeframe, City shall notify Licensee of its intent to complete said work and in the event City performs such work, City may charge Licensee an additional seven percent (7%) of its actual and documented costs for completing such work.
- 3.12 Work Performed by Utility.** Wherever this Agreement requires Utility to perform any work, Utility, at its sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.
- 3.13 Charges for Incomplete Work.** In the event that an Application is submitted by Licensee and then steps are taken by Utility to carry out the review of the Application by performing necessary engineering and administrative work and the Application is subsequently canceled, Licensee shall reimburse Utility for all of the actual and documented costs incurred by Utility through the date of cancellation, including engineering, clerical and administrative and Make-Ready construction costs.

#### **Article 4. Specifications**

- 4.1 Installation.** Licensee's Communications Facilities, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of Applicable Standards, including the latest revision of the National Electrical Safety Code (NESC, as the same may be amended from time to time, and in compliance with ), and City Utility Specifications and Standards, as specified in Exhibit C now in effect or that may hereafter be issued or amended by Utility (provided such Standards and Specifications are not inconsistent with this Agreement and are applied on a non-discriminatory basis by Utility) or any rules or orders of a governmental authority having jurisdiction. Licensee's Attachments shall be made in accordance with Licensee's customary standards and specifications, which Licensee shall furnish to Utility. The location of any Attachment may be reasonably re-designated from time to time to accommodate other attaching entities or for reasons of electrical service safety or reliability, with costs allocated in accordance with Article 11.2. Notwithstanding the foregoing, with respect to any Attachment that was in compliance with the Applicable Standards, including NESC or Utility Specifications and Standards, at the time such Attachment was made but has become noncompliant because of revisions to the NESC or Utility construction standards, Licensee shall be required to bring such Attachment into compliance with then-current standards only in connection with relocation or rebuild affecting such Attachment or the regular maintenance plan of Utility or Licensee. When

maintenance or repair work is needed, the actual costs of maintenance, repair, and inspection shall be borne by Licensee.

- 4.2 **Request of a Waiver.** Licensee may request a waiver of specific items of the Applicable Standards by submitting a written request for waiver either before or at the time of Permit Application submission. The request must specifically identify the Applicable Standard requested to be waived, justification for requesting the granting of the waiver, and the proposed solution as a result of the waiver. Utility shall notify the Licensee in writing within fourteen (14) days of receiving a request for waiver as to whether the request is granted in whole or in part. Utility will not grant any waiver which in the sole opinion of Utility will result in a violation of the NESC or other applicable federal, state, or local law, regulation, or ordinance.
- 4.3 **Maintenance of Facilities.** Licensee shall, at its own expense, make and maintain its Attachment(s) in safe condition and good repair, in accordance with all Applicable Standards. Notwithstanding anything in this Agreement to the contrary, Licensee shall not be required to update or upgrade its Attachments if they met Applicable Standards at the time they were made, unless such updates or upgrades are required by any revised Applicable Standards.
- 4.4 **NJUNS.** Licensee shall become a participating member of the National Joint Utility Notification System ("NJUNS") or other similar notification system(s) identified and utilized by Utility to facilitate required notices, including, but not limited to, any need to rearrange or transfer Licensee's Attachments. Utility will determine the extent to which notifications via NJUNS or other similar notification system will be utilized for Pole Attachments, transfers, rearrangements, Pole Attachment abandonment and removal, as well as the extent to which such use will satisfy the notification requirements of this Agreement and provide notice thereof to Licensee. To the extent that Utility determines to use NJUNS, Licensee and Utility agree to perform their respective tasks set forth in NJUNS tickets in a commercially reasonable and timely manner, and in accordance with the timeframes specified in this Agreement.
- 4.5 **Tagging.** Licensee shall Tag all of its Communications Facilities as specified by Utility and/or applicable federal, state, and local regulations upon installation of such Facilities. Licensee shall also tag any untagged Communications Facilities that were on Utility Poles on the Effective Date of this Agreement during such time as relocation or rebuild affecting such Attachments or the regular maintenance plan of the Licensee. Failure to provide proper tagging will be considered a violation of the Applicable Standards.
- 4.6 **Interference.** Licensee shall not allow its Communications Facilities to impair the ability of Utility or any third party to use Utility's Poles, nor shall Licensee allow its Communications Facilities to interfere with the operation of any Utility Facilities or third-party facilities.
- 4.7 **Protective Equipment.** Licensee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall, at its own expense, install protective devices designed to handle the electric voltage and current carried by

Utility's facilities in the event of a contact with such facilities. Except as provided in Paragraph 23.1, Utility shall not be liable for any actual or consequential damages to Licensee's Communications Facilities, Licensee's customers' facilities, or to any of Licensee's employees, contractors, customers, or other persons.

- 4.8 Violation of Specifications.** If Licensee's Attachments, or any part of them, are installed, used, or maintained in violation of this Agreement, and Licensee has not Corrected the violation(s) within sixty (60) days from receipt of written notice of the violation(s) from Utility, the provisions of Article 18 shall apply. When Utility believes, however, that such violation(s) pose an imminent threat to the safety of any person, interfere with the performance of Utility's service obligations, or present an imminent threat to the physical integrity of Utility Poles or facilities, Utility may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable afterward, Utility will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all actual and documented costs incurred by Utility in taking action pursuant to this Article 4.8. Licensee shall indemnify Utility for any such work except to the extent such claim for indemnity arises from Utility's gross negligence or willful misconduct.
- 4.9 Effect of Failure to Exercise Access Rights.** If Licensee does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within one hundred twenty (120) calendar days of the effective date of such right and any extension to such Permit(s), Utility may, but shall have no obligation to, use the space scheduled for Licensee's Attachment(s) for its own needs or make the space available to other Attaching Entities. In such instances, Utility shall endeavor to make other space available to Licensee, upon written application under Article 6, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. If Utility uses the space for its own needs or makes it available to other parties, then from the date that Utility or a third party begins to use such space, Licensee may obtain a refund on the portion of any Attachment Fees that it has paid in advance for that space. For purposes of this paragraph, Licensee's access rights shall not be deemed effective until any necessary Make-Ready Work has been performed.
- 4.10 Removal of Nonfunctional Attachments.** At its sole expense, Licensee shall remove any of its Attachments or any part thereof that is no longer fit for service ("Nonfunctional Attachment") as provided in this Paragraph 4.10. Except as otherwise provided in this Agreement, Licensee shall remove Nonfunctional Attachments within one (1) year of the Attachment becoming nonfunctional, unless Licensee receives written notice from Utility that removal is necessary to accommodate Utility's or another Attaching Entity's use of the affected Pole(s) in which case Licensee shall remove the Nonfunctional Attachment within sixty (60) days of receiving the notice.

## **Article 5. Private and Regulatory Compliance**

- 5.1 Necessary Authorizations.** Before Licensee occupies any of Utility's Poles, Licensee shall obtain from the appropriate public or private authority, or from any property owner or other appropriate

person, any required authorization to construct, operate, or maintain its Communications Facilities on public or private property. Utility retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this Article 5 include, but are not limited to, its obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and easements and all necessary licenses and authorizations to provide the services that it provides over its Communications Facilities. Licensee shall defend, indemnify, and reimburse Utility for all losses, costs, and expenses, including reasonable attorney's fees, that Utility may incur as a result of claims by governmental bodies, owners of private property, or other persons, to the extent arising from a claim that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on Utility's Poles to provide particular services.

- 5.2 Sufficiency of Rights-of-Way.** Utility makes no representation or warranty of any nature that its existing or future rights-of-way, easements or other property rights, private or public, were, are or will be sufficient to permit the attachment, maintenance, replacement, relocation, repair, or modification of Attachments on any Utility Poles.
- 5.3 Lawful Purpose and Use.** Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable federal, state and local laws.
- 5.4 Forfeiture of Utility's Rights.** No Permit granted under this Agreement shall extend, or be deemed to extend, to any of Utility's Poles, to the extent that Licensee's Attachment would result in a forfeiture of Utility's rights. Any Permit that would result in forfeiture of Utility's rights shall be deemed invalid as of the date that Utility granted it. Further, if any of Licensee's existing Communications Facilities, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Licensee shall promptly remove its Facilities upon receipt of written notice from Utility. If Licensee does not remove its Communications Facilities in question within forty-five (45) days of receiving written notice from Utility or agreed upon extension of time, Utility may at its option, and upon written notice to the Licensee, perform such removal at Licensee's expense.
- 5.5 Effect of Consent to Construction/Maintenance.** Consent by Utility to the construction or maintenance of any Attachments by Licensee shall not be deemed consent, authorization, or acknowledgment that Licensee has obtained all required Authorizations with respect to such Attachment.

## **Article 6. Permit Application Procedures**

- 6.1 Professional Engineer.** In the event of dispute, Licensee shall utilize a licensed professional engineer or approved Surf Air Wireless team member to undertake and complete the engineering design and Pole Loading Analyses (PLA) calculations required in completing a Permit Application as described. A qualified engineer shall include engineering employees or contractors with a valid state of Illinois professional engineering license in good standing. The

professional engineer's qualifications must include experience performing such work, or substantially similar work, on electric transmission or distribution systems.

- 6.2 Permit Required.** Before making any Attachments (excluding Service Drops under 6.3, and Riser Attachments where there is an existing authorized Pole Attachment) to any Poles, Licensee shall submit an Application and receive a Permit therefor, with respect to each Pole.
- 6.2.1 Overlashing.** As set out in Article 2., at least five (5) days advance prior written notice is required for any Overlashing under this Agreement and Licensee, Licensee's Affiliate or other third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such Overlashing.
- 6.2.2** The Utility will review the proposed notice of Overlash and indicate whether any Make-Ready Work is necessary to accommodate the proposed Overlash within five (5) calendar days of the Utility's receipt of the Overlash notice. If Utility does not provide a response to such request within five (5) calendar days, Licensee may proceed with the Overlash subject to Utility's review, provided that Licensee shall not undertake any such Overlash if it requires Make-Ready Work involving any Utility Facilities or third-party attachments.
- 6.2.3** Within thirty (30) days of installation, Licensee shall provide Utility written notice of all Overlash installed.
- 6.3** Licensee may attach a Service Drop, without Application, from one Pole with an existing authorized Attachment to connect directly to Licensee's customer's building, premise, or location, and attached to no more than one additional Pole where the additional Pole does not support voltage greater than 600V.
- 6.3.1** It is Licensee's responsibility to verify that the Pole on which it proposes to make a Service Drop meets all Applicable Standards before attaching the Service Drop. If at the time Licensee seeks to install a Service Drop on a Pole, Licensee discovers that the Pole, as presently configured, is incapable of safely accommodating the Service Drop in accordance with Applicable Standards, whether because of the state of the Pole or existing attachments, Licensee shall notify Utility of the condition. Licensee shall not be allowed to attach the Service Drop until the conditions on the Pole have been remedied so as to be able to accommodate the Service Drop consistent with applicable standards.
- 6.3.2** Licensee shall notify Utility of a Service Drop within thirty (30) days of installation, but only if said Service Drop is located outside of the space allocated for an Attachment.
- 6.4 Pre-Existing Attachments.** Unless updates or upgrades are required by Applicable Standards, or unless Utility notifies Licensee to the contrary, Licensee shall not be required to obtain Permits for Attachment(s) existing as of the effective date of this Agreement. Such grandfathered Attachments shall, however, be subject to the Attachment Fees specified in Appendix A.

**6.5 Submission and Review of Permit Application.** Licensee shall submit a properly executed Pole Attachment Permit Application, which may, at Licensee's option, include a Pre-Construction Survey and detailed plans for the proposed Attachments, including a description of any necessary Make-Ready Work to accommodate the Attachments. Licensee shall use the Utility's Pole Attachment Permit Application form, which form has been provided to Licensee. Utility may amend the Pole Attachment Permit Application form from time to time, provided that any such changes are not inconsistent with the terms of this Agreement and are applied to all Attaching Entities on a non-discriminatory basis. Utility's acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis. Unless otherwise agreed, under normal circumstances, the Permit Application process shall be as follows:

**6.5.1 Application With Pre-Construction Survey.** If Licensee's Application includes a Pre-Construction Survey and detailed plans for the proposed Attachments, including a description of any necessary Make-Ready to accommodate the Attachments, Utility shall review and respond to such properly executed and complete Permit Application for routine installations as promptly as is reasonable, during normal circumstances within twenty-one (21) days of receipt.

**6.5.1.1** For Permit Applications seeking Attachments to 50 or more Poles, the Utility may require up to 45 days.

**6.5.1.2** Utility's response will either: (i) concur with the proposed Make-Ready as described in Licensee's Application and engineering survey and provide a cost estimate for the Utility's portion of that Make-Ready; (ii) provide Licensee a revised Make-Ready analysis based on what Make-Ready Work Utility reasonably determines is required as well as providing Licensee a cost estimate for the Utility's portion of that Make-Ready; or (iii) provide a written explanation as to why the Application is being denied, in whole or in part, for reasons of safety, reliability or insufficient capacity that cannot be resolved consistent with Applicable Standards, including City zoning and construction ordinances.

**Application Without Pre-Construction Survey.** If Licensee's Application does not include a Pre-Construction Survey (including a description of necessary Make-Ready), Utility shall review the Application and perform a Pre-Construction Survey, and, if the Attachment can be accommodated consistent with Applicable Standards, prepare a description of any necessary Make-Ready to accommodate the proposed Pole Attachment. Under normal circumstances, Utility will respond to such properly executed and complete Permit Application for routine installations within forty-five (45) days of receipt.

**6.5.2.1** For permit applications seeking attachments between 50 and 100 poles, the Utility shall take no more than 60 days to review.

**6.5.2.2** Utility's response will either: (i) provide a description of Make-Ready identified by Utility and a cost estimate for the Utility's portion of that Make-Ready; or (ii) provide a written explanation as to why the Application is being denied, in whole or in part, for reasons of safety, reliability or insufficient capacity that cannot be resolved consistent with Applicable Standards, including City zoning and construction ordinances.

**6.5.3 Response to Estimate.** Upon receipt of Utility's response, Licensee shall have fourteen (14) days to approve the estimate of any proposed Make-Ready Work and, if advance payment is required, provide payment in accordance with this Agreement and the specifications of the estimate.

**6.6 Permit as Authorization to Attach.** Upon completion of any necessary Make-Ready Work, and inspection of any Make-Ready Work in the communications portions of the Pole performed by Licensee or other attaching entities, or inspection, Utility will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s).

**6.7 Notification to Utility.** Within thirty (30) days of completing the installation of an Overlash, Micro Wireless Facility or Service Drop located outside of the space allocated for attachments, Licensee shall provide written notice to Utility.

## **Article 7. Make-Ready Work/Installation**

**7.1 Estimate for Make-Ready Work.** If Utility determines that it can accommodate Licensee's request for Attachment(s), it will advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.

**7.2 Who May Perform Make-Ready.** Make-Ready Work in the electric supply space may be performed only by Utility and/or a qualified contractor authorized by Utility to perform such work. Utility may in its sole discretion authorize Licensee to complete Make-Ready Work through the use of qualified contractors authorized by Utility.

**7.3 Time Frame for Completion of Make-Ready.** If Utility is performing Make-Ready Work, it will use good faith efforts to complete routine Make-Ready Work within forty-five (45) days of receipt of Licensee's approval of the Make-Ready estimate (and advance payment if required)). If there are extenuating circumstances that make the necessary Make-Ready more complicated or time-consuming, including, but not limited to, the Application requesting attachment to more than fifty (50) Poles, or seasonal weather conditions, Utility shall identify those factors in the Make-Ready description and cost estimate and the parties shall agree upon a reasonable time frame for completion. If Utility does not complete agreed upon Make-Ready work within forty-five (45) days, or the agreed-upon timeframe, it will allow Licensee to use a Utility approved qualified contractor to complete such Make-Ready Work and refund any amounts paid by Licensee to Utility for performing such Make-Ready Work that is not completed.

**7.3.1** The above notwithstanding, if Utility has substantially completed the Make-Ready the parties will reasonably determine whether it makes more sense from an operational efficiency perspective to have Utility complete the work rather than have Licensee's authorized qualified contractors do the work.

- 7.4 Scheduling of Make-Ready Work.** In performing all Make-Ready Work to accommodate Licensee's Attachments, Utility will endeavor to include such work in its normal work schedule. If Licensee requests, and Utility agrees, to perform Make-Ready Work on a priority basis or outside of Utility's normal work hours, Licensee will pay any resulting increased actual and documented costs. Nothing in this Agreement shall be construed to require Utility to perform Licensee's work before other scheduled work or Utility service restoration.
- 7.5 Payment for Make-Ready Work.** Upon completion of the Make-Ready Work performed by Utility, Utility shall invoice Licensee for Utility's actual and documented cost of such Make-Ready Work. The costs of the work shall be itemized in accordance with Article 3.8, and 3.11, and if Utility received advance payment, the costs shall be trued up in accordance with Article 3.10. Licensee shall be responsible for entering into an agreement with existing other Attaching Entities to reimburse them for any costs that they incur in rearranging or transferring their facilities to accommodate Licensee's Attachments.
- 7.6 Notification of Make Ready Work.** Before starting Make-Ready Work, Utility shall notify all existing Attaching Entities of the date and location of the scheduled work and notify them of the need to rearrange and/or transfer their facilities at Licensee's cost within the specified time period.
- 7.7 Operator's Installation/Removal/Maintenance Work.**
- 7.7.1** All of Licensee's installation, removal, and maintenance work, by either Licensee's employees or authorized contractors, shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of Utility's Poles or other Facilities or other Attaching Entity's facilities or equipment. All such work is subject to the insurance requirements of Article 25.
- 7.7.2** All of Licensee's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all applicable regulations specified in Paragraph 4.1. Licensee shall assure that any person installing, maintaining, or removing its Communications Facilities is fully qualified and familiar with all Applicable Standards, the provisions of Article 23, and the Standards and Specifications contained in Appendix C.

**Article 8. Post Installation Inspections.**

- 8.1** Within thirty (30) days of written notice to Utility that the Licensee has completed installation of an Attachment, Utility or its contractors may perform a post-installation inspection for each Attachment made to Utility's Poles. If such post-installation inspections are performed, Licensee shall pay the costs of any corrections that are required.
- 8.2** If Utility elects to not perform any post-installation inspection, such non-inspection shall not be grounds for any liability being imposed on Utility or a waiver of any liability of Licensee.

**8.3** If the post-installation inspection reveals that Licensee's facilities have been installed in violation of Applicable Standards or the approved design described in the Application, Utility will notify Licensee in writing and Licensee shall have sixty (60) days from the date of receipt of such notice to correct such violation(s), or such other period as the parties may agree upon in writing, unless such violation creates an Emergency in which case Licensee shall make all reasonable efforts to correct such violation immediately. The Utility will notify Attaching Party via telephone at the following emergency telephone number: 574-536-7660. Utility may perform subsequent post- installation inspections within thirty (30) days of receiving notice that the correction has been made as necessary to ensure Licensee's Attachments have been brought into compliance.

**Article 9. Rearrangements and Transfers**

**9.1 Required Transfers of Licensee's Communications Facilities.** If Utility reasonably determines that a rearrangement or transfer of Licensee's Attachments is necessary, including as part of Make-Ready to accommodate the Utility's attachment or another Attaching Entity's Attachment, Utility will require Licensee to perform such rearrangement or transfer within sixty (60) days after receiving notice from Utility, including notice via NJUNS or other agreed upon notification system. If Licensee fails to rearrange or transfer its Attachment within sixty (60) days after receiving such notice from Utility, the provisions of Article 18 shall apply, including Utility's right to rearrange or transfer Licensee's Attachments sixty (60) days after Licensee's receipt of original notification of the need to rearrange or transfer its facilities. The actual and documented costs of such rearrangements or transfers shall be apportioned as specified under Article 10.2. Utility shall not be liable for damage to Licensee's facilities except to the extent provided in Article 23. In Emergency situations the Utility will notify Licensee via telephone at the following emergency telephone number: 574-536-7660. Utility may rearrange or transfer Licensee's Attachments as it determines to be necessary in its reasonable judgment. In Emergency Situations Utility shall provide such advance notice as is practical, given the urgency of the particular situation. Utility shall then provide written notice of any such actions taken within two (2) days following the occurrence.

**9.1.1** Irrespective of who owns Facilities that are overlashed on to Licensee's Attachments, Licensee is responsible for the transfer of such Facilities and the costs of doing so.

**9.2 Allocation of Costs.** The costs for any rearrangement or transfer of Licensee's Communications Facilities or the replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of Utility's cables or wires) shall be allocated to Utility and/or Licensee and/or other Attaching Entity on the following basis:

**9.2.1** If Utility intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification/replacement of the Pole. Licensee shall be responsible for costs associated with the rearrangement or transfer of Licensee's Communications Facilities. If public funds are made available for such relocations by public or private entities, Licensee may obtain such funding on the same basis as other private entities to the extent allowed by applicable law. In non-emergency situations,

Licensee shall not be required to relocate its facilities unless it has been afforded at least forty-five (45) days' notice of the necessity to relocate its facilities.

- 9.2.2** If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for all costs caused by the modification or replacement of the Pole, and the costs associated with the transfer or rearrangement of Utility's Facilities, as well as any other Attaching Entity's Communications Facilities. At the time Licensee submits a Permit Application to Utility, Licensee shall submit evidence in writing, that it has made arrangements to reimburse all affected Attaching Entities for their costs caused by the transfer or rearrangement of their Facilities. Utility shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Facilities pursuant to this Article.
- 9.2.3** If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than Utility or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or replacement, as well as the costs for rearranging or transferring Licensee's Communications Facilities. Licensee shall cooperate with such third-party Attaching Entity to determine the costs of moving Licensee's facilities.
- 9.2.4** If the Pole must be modified or replaced for reasons unrelated to the use of the Pole by Attaching Entities (*e.g.*, storm, accident, deterioration), Utility shall pay the costs of such modification or replacement and Licensee shall pay the costs of rearranging or transferring its Communications Facilities.

**9.3** **Utility Not Required to Replace.** Nothing in this Agreement shall be construed to require Utility to replace its Poles for the benefit of Licensee.

**Article 10. Pole Replacements.**

- 10.1** Where Licensee is unable to place an Attachment on a Pole because such Pole is a Defective Pole or Overloaded Pole, provided that the communications space on such Pole could otherwise have been arranged with sufficient spacing to accommodate the Licensee's proposed Attachment(s), Utility will replace, at Utility's sole cost, such Defective Pole or Overloaded Pole. A "Defective Pole" means a Pole that is no longer serviceable due to decay, damage, or deterioration. An "Overloaded Pole" is a Pole that (without consideration of Licensee's proposed Attachment) exceeds the applicable loading requirements set forth in the Applicable Standards.
- 10.2** In the event that an existing Pole is a Defective Pole or Overloaded Pole but does not pose an imminent threat or danger to safety or the safe functioning or operation of existing Attachments or facilities, Utility shall replace said Pole at its sole cost consistent with its routine maintenance schedule.
- 10.3** If Licensee seeks to expedite the replacement of a Defective Pole or Overloaded Pole, Utility will provide Licensee with the materials and Licensee will pay the labor cost of using approved contractors to replace the Pole.

**10.4** In all instances the replaced Pole will remain the property of Utility.

**Article 11. Treatment of Multiple Requests for Same Pole.**

If Utility receives Permit applications for the same Pole from two (2) or more prospective Attaching Entities within one hundred twenty (120) calendar days of the initial request, and has not yet completed the Permitting of the initial applicant, and accommodating their respective requests would require modification of the Pole or replacement of the Pole, Utility will make reasonable and good faith efforts to allocate among such Attaching Entities the applicable costs associated with such modification or replacement.

**Article 12. Equipment Attachments.**

**12.1** Licensee shall compensate Utility for the actual, reasonable and documented cost, including engineering and administrative cost, for rearranging, transferring, and/or relocating Utility's Poles to accommodate Licensee's Equipment Attachments.

**12.2** Licensee shall reimburse the owner or owners of other facilities attached to Utility Poles for any actual, reasonable and documented cost incurred by them for rearranging or transferring such facilities to accommodate Licensee's Equipment Attachments.

**Article 13. Authorized Contractors.**

Licensee shall only use authorized, qualified contractors approved by Utility to conduct Make-Ready Work (or any other work) in or around the electric supply space on a Pole. Utility shall not unreasonably withhold, delay, or condition its approval of any contractor proposed by Licensee to be authorized by Utility to perform Make-Ready in the electric supply space on Utility's Poles, provided such contractors meet Utility's qualified contractor specifications.

**Article 14. Guys and Anchor Attachments.**

Licensee shall at its own cost and to the satisfaction of Utility place guys and anchors to sustain any unbalanced loads caused by Licensee's Attachments. Licensee shall not attach its guys to anchors owned by Utility.

**Article 15. Installation of Grounds.**

When Utility is requested by Licensee to install grounds or make connections to Utility's system neutral, Licensee shall within thirty (30) days of demand reimburse Utility for the total actual, reasonable and documented costs including engineering, clerical and administrative cost thereby incurred on initial installation only. All grounds installed by Licensee shall be in accordance with Utility's standard grounding practices.

**Article 16. Abandonment of Poles.**

**16.1 Notice of Abandonment or Removal of Utility Facilities.** If Utility desires at any time to abandon, remove, or underground any Utility Facilities to which Licensee's Communications Facilities are attached, it shall give Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such Utility's Facilities.

If Utility is required to remove or abandon its Utility Facilities, it shall provide sixty (60) days' notice unless a shorter time is required by law. Such notice shall indicate whether Utility is offering Licensee an option to purchase the Pole(s). If, following the expiration of the 60-day period, Licensee has not yet removed and/or transferred all of its Communications Facilities and has not entered into an agreement to purchase Utility's Facilities pursuant to Paragraph 16.2, Utility shall have the right, but not the obligation, to remove or transfer Licensee's Communications Facilities at Licensee's expense and Licensee shall be subject to the provisions of Article 18. Utility shall give Licensee fifteen (15) days prior written notice of any such removal or transfer of Licensee's Facilities.

**16.2 Option to Purchase Abandoned Poles.** Should Utility desire to abandon any Pole, Utility may, in its sole discretion, grant Licensee the option of purchasing such Pole at a price to be negotiated with Utility. Licensee must notify Utility in writing within thirty (30) calendar days of the date of Utility's notice of abandonment that Licensee desires to purchase the abandoned Pole. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals and easements allowing Licensee to independently own and access the Pole within sixty (60) calendar days, or reasonable extension. Should Licensee fail to secure the necessary governmental approvals, or should Utility and Licensee fail to enter into an agreement for Licensee to purchase the Pole within sixty (60) calendar days, or reasonable agreed upon extension, Licensee must remove its Attachments as required under Article 16.1. Nothing in this Agreement shall be construed as requiring Utility to sell Licensee Poles that Utility intends to remove or abandon.

**16.3 Underground Relocation.** In the event the City requires the Licenses to relocate aerial facilities underground, Licensee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with the other users of the public way. If available, Licensee shall be reimbursed its relocation costs from such public or private funds allocated for the project, to the extent that it is eligible for reimbursement. Licensee shall remove its Communications Facilities from any affected Poles within sixty (60) calendar days of receipt of notice from Utility. If Licensee does not remove its Attachments within sixty (60) days, Utility shall have the right, but not the obligation, to remove or transfer Licensee's Communications Facilities at Licensee's expense. Licensee's failure to remove its Facilities as required under this Article 16.3 shall subject Licensee to the provisions of Article 18. Utility shall give Licensee fifteen (15) days prior written notice of any such removal or transfer of Licensee's facilities.

## **Article 17. Inspection.**

**17.1 General Inspections.** Utility reserves the right to make periodic inspections, as conditions may warrant, of the entire system of Licensee. Such inspections, or the failure to make such inspections, shall not operate to relieve Licensee of any responsibility or obligation or liability assumed under this Agreement.

**17.2 Periodic Safety Inspections and Inventory.** The Parties agree that within the first twelve (12) months of the Effective Date of this Agreement the Parties will jointly perform a safety inspection

and Attachment inventory for all of the territory covered by this Agreement with all Attaching Entities to identify any safety violations of all Attachments and facilities on Utility Poles or Facilities ("Safety Inspection and Inventory"). Thereafter, upon twelve (12) months' advance written notice from Utility, and not more frequently than once every five (5) years, Utility may at its option jointly perform subsequent Safety Inspections and Inventories in all or in part of the territory covered by this Agreement with all Attaching Entities. Prior to commencing a Safety Inspection and Inventory, Utility shall provide notice to Licensee and all other Attaching Entities that describes the scope of the inspection and provide Licensee and all Attaching Entities an opportunity to participate and comment on the contractor, if any, used to complete the inspection and inventory. Licensee, Utility and other Attaching Entities shall share proportionately in the actual and documented Safety Inspection and Inventory costs (based on the proportion of Attachments of Utility and each other Attaching Entity) irrespective of whether Utility elects to perform the Safety Inspection and Inventory itself or have it performed by a contractor. The cost for the Safety Inspection and Inventory shall not exceed the competitive market rate per attachment as established by a nationally recognized vendor. The first such Inspection and Inventory (Initial Inventory) shall establish the agreed upon number of existing authorized Attachments. Following completion of the Inspection and Inventory, the Utility shall provide Licensee with a report detailing the total number of attachments by each of the Attaching Entities including the Licensee and Utility.

**17.3 Corrections.** In the event any of Licensee's facilities are found to be in violation of the Applicable Standards and such violation poses a potential Emergency situation, Licensee shall use all reasonable efforts to correct such violation immediately and in no event longer than fourteen (14) days or agreed upon extension of time. Should Licensee fail or be unable to correct such Emergency situation within the time period above, Utility may correct the Emergency and bill Licensee for the actual and documented costs incurred plus an additional seven percent (7%) If any of Licensee's facilities are found to be in violation of the Applicable Standards and such violations do not pose potential Emergency conditions, Utility shall, consistent with Article 18, give Licensee notice, whereupon Licensee shall have sixty (60) days from receipt of notice to correct any such violation, or within a longer, mutually agreed-to time frame if correction of the violation is not possible within sixty (60) days, such extended time to be not more than an additional sixty (60) days. If Licensee fails to Correct a non-Emergency violation within the specified timely period, including any agreed upon extensions, the provisions of Article 18 shall apply.

**17.3.1** If any facilities of Utility are found to be in violation of the Applicable Standards and specifications and Utility has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but Utility shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the Pole.

**17.3.2** If one or more other Attaching Entity's Attachment caused the violation, then such Attaching Entities shall pay the Corrective costs incurred by all who have Attachments on the Pole, including the Licensee, and Utility will make reasonable effort to cause the Attaching Entity to make such payment.

**17.3.3** If there exists a violation of Applicable Standards and it cannot be determined which Attaching Entity on the Pole caused such violation or there is a mixture of the Attaching Entities causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, and all Attaching Entities who may have caused such

violation will share equally in such costs, provided that Licensee shall not be required to pay more than its proportionate share of such costs.

**Article 18. Failure to Rearrange, Transfer or Correct.**

- 18.1** Unless otherwise agreed, as part of Utility's written notice of a need for Licensee to rearrange, transfer, remove or Correct violations, Utility will indicate whether or not Utility is willing to perform the required work.
- 18.2** If Utility indicates in the notice that it is willing to perform the work, Licensee shall have fifteen (15) days to notify Utility in writing of its election to either have Utility perform the work or that the Licensee will perform the work itself.
- 18.2.1** If Licensee requests that Utility perform the work, Licensee shall reimburse Utility for the actual, reasonable and documented cost of such work.
- 18.2.2** If Licensee either fails to respond or indicates that it will perform the work itself, then until such work is complete within the stipulated time-frame or agreed upon extension of time, and Utility receives written notice of the completion of such work, Licensee shall be subject to a daily penalty as specified in Exhibit A, per Attachment, per day commencing on the day after expiration of the time period for completion of the work specified in the Agreement and original notification that Licensee needs to rearrange, transfer, remove or Correct violations. Beginning with the ninetieth (90<sup>th</sup>) calendar day after expiration of the time period for completion of the work specified in the Agreement and original notification, the daily penalty shall escalate as specified in Exhibit A.
- 18.2.3** Notwithstanding Licensee's election under Article 18.2.2 to perform the required work itself, commencing on the thirtieth (30<sup>th</sup>) day after expiration of the time period for completion of the work specified in the Agreement and original notification and upon expiration of any agreed upon extensions, Utility may perform the required work at Licensee's expense utilizing a qualified contractor.
- 18.2.4** If Licensee was required to perform work under this Article 18 and fails to perform such work within the specified timeframe, and Utility performs such work, Utility may charge Licensee an additional seven percent (7%) of its actual, reasonable and documented costs for completing such work.
- 18.3** If Utility indicates in the notice that it is unwilling or unable to perform the work, then until such work is completed and Utility receives written notice of the completion of such work, Licensee shall be subject to a daily penalty as specified in Exhibit A, per Attachment, per day commencing on the day after expiration of the time period for completion of the work and upon expiration of any agreed upon extension and original notification that Licensee needs to rearrange, transfer, remove or Correct violations. Beginning with the ninetieth (90<sup>th</sup>) calendar day after expiration of the time period for completion of the work specified in the Agreement and original notification, the daily penalty shall escalate as specified in Exhibit A.
- 18.4** Licensee shall provide written notification to Utility upon completion of any of the required work. Daily penalty fees will accrue if the notice of completion is not received by the Utility within the

designated timeframe. Notice of completion shall be given by the same means as it was received from Utility.

**Article 19. Attachment Records.**

Licensee shall upon request make available for viewing by Utility, an up-to-date electronic strand map.

**Article 20. Unauthorized Attachments.**

If during the term of this Agreement, Utility discovers Unauthorized Attachments placed on its Poles, the following fees may be assessed, and procedures will be followed:

- 20.1** Utility shall provide specific written notice of each violation within thirty (30) days of discovering such violation and Licensee shall be given thirty (30) days from receipt of notice to contest an allegation that an Attachment is unauthorized.
- 20.2** Licensee shall pay back rent for all Unauthorized Attachments for a period of five (5) years, or since the date of the last inventory of Licensee's Attachments (whichever period is shortest), at the rental rates in effect during such periods. The above notwithstanding, Unauthorized Attachments shall not be assessed back rent prior to the completion of the Initial inventory. Licensee shall not be required to submit the \$95 Application Fee for Unauthorized Attachments discovered during the Initial Inventory and Inspection.
- 20.3** In addition to the back rent, Licensee shall be subject to the Unauthorized Attachment Penalty as specified in Exhibit A for each Unauthorized Attachment. The above notwithstanding, Unauthorized Attachments shall not be assessed an Unauthorized Attachment Penalty prior to the completion of the Initial inventory.
- 20.4** Licensee shall submit a Permit Application in accordance with Article 6 of this Agreement within thirty (30) days of receipt of notice from Utility of any Unauthorized Attachment, or such longer time as mutually agreed to by the parties after an inventory.
- 20.5** In the event Licensee fails to submit a Permit Application within thirty (30) days, or such longer time as mutually agreed to by the parties after an inventory, the provisions of Article 18 shall apply.
- 20.6** **No Ratification of Unauthorized Use.** No act or failure to act by Utility with regard to any Unauthorized Attachments shall be deemed as ratification of the unauthorized use. Unless the parties agree otherwise, a Permit for a previously Unauthorized Attachment shall not operate retroactively or constitute a waiver by Utility of any of its rights or privileges under this Agreement or otherwise, and Licensee shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

**Article 21. Reporting Requirements**

At the time that Licensee pays its annual Attachment Fee, Licensee shall also provide the following information to Utility, using the reporting form contained in Appendix E:

- 21.1 The Poles on which Licensee has installed, during the relevant reporting period.

21.2 Any power supplies and associated equipment Licensee has removed from Poles during the relevant reporting period. The report shall identify the Pole from which the equipment was removed, describe the removed equipment and indicate the approximate date of removal. This requirement does not apply where Licensee is surrendering a Permit.

**Article 22. Liability and Indemnification**

**22.1 Liability.** Utility reserves to itself the right to maintain and operate its Poles in the manner that will best enable it to fulfill its service requirements. Licensee agrees that its use of Utility's Poles is at Licensee's sole risk. Notwithstanding the foregoing, Utility shall exercise reasonable precaution to avoid damaging Licensee's Communications Facilities and shall report to Licensee the occurrence of any such damage caused by its employees, agents or contractors. Subject to Paragraph 25, Utility agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the physical repair of facilities damaged by the negligence or willful misconduct of Utility.

**22.2 Indemnification.** The Licensee shall indemnify, defend and hold harmless the Utility 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"), to the extent directly arising in the course of the Licensee constructing and operating its Cable System on in or around Utility's Poles and facilities, except to the extent caused by the Utility's negligence or willful misconduct. The Licensee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Utility shall give the Licensee timely written notice of its obligation to indemnify and defend the Utility after the Utility'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 material prejudice to the respective positions of the Licensee and/or the Utility. If the Utility elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Utility shall be the responsibility of the Utility.

23.2.1 The Licensee shall not indemnify the Utility for any liabilities, damages, costs or expense resulting from any conduct for which the Utility, its officers, employees and agents are required to be liable under the laws of the State of Illinois.

**22.3** Nothing herein shall be construed to limit the Licensee's duty to indemnify the Utility by reference to the limits of insurance coverage described in this Agreement.

**22.4 Environmental Hazards.** Licensee represents and warrants that its use of Utility's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Utility's Poles or transport to Utility's Poles any hazardous substances and that Licensee's Communications Facilities will not constitute or contain and will not generate any hazardous substance in violation of federal, state, or local law now or hereafter in effect, including any amendments. "Hazardous

Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, dangerous radio frequency radiation, or other similar terms by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, its Communications Facilities would not release any Hazardous Substances. Licensee and its agents, contractors, and subcontractors shall defend, indemnify, and hold harmless Utility and its respective officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, or expenses (including reasonable attorney's fees and all other costs and expenses of litigation) to the extent directly arising from or due to the release, threatened release, storage, or discovery of any Hazardous Substances on, under, or adjacent to Utility's Poles directly attributable to Licensee's use of Utility's Poles.

**22.5 No Consequential Damages.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, LIQUIDATED, OR SPECIAL DAMAGES OR LOST REVENUE OR LOST PROFITS TO ANY PERSON ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF ANY PROVISION OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

**22.6 Municipal Liability Limits.** No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Utility of any applicable state limits on municipal liability or governmental immunity. No indemnification provision contained in this Agreement under which Licensee indemnifies Utility shall be construed in any way to limit any other indemnification provision contained in this Agreement.

**Article 23. Duties, Responsibilities, and Exculpation**

**23.1 Duty to Inspect.** Licensee acknowledges and agrees that Utility does not warrant the condition or safety of Utility's Facilities, or the premises surrounding the Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect Utility's Poles or premises surrounding the Poles, prior to commencing any work on Utility's Poles or entering the premises surrounding such Poles.

**23.2 Knowledge of Work Conditions.** By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

- 23.3 **DISCLAIMER.** UTILITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO UTILITY'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND UTILITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. UTILITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 23.4 **Duty of Competent Supervision and Performance.** The parties further understand and agree that, in the performance of work under this Agreement, Licensee and its agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other Utility Facilities. The parties understand and intend that energy generated, stored, or transported by Utility Facilities will not be interrupted during the continuance of this Agreement, except in emergencies endangering life or threatening grave personal injury or property. Licensee shall ensure that its employees, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, and subcontractors; employees, agents, contractors, and subcontractors of Utility; and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, agents, contractors, and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of Utility's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.
- 23.5 **Requests to De-energize.** If Utility de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse Utility in accordance with Article 3.8, for all direct costs and expenses that Utility incurs in complying with Licensee's request. Before Utility de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Licensee's request.
- 23.6 **Interruption of Service.** If Licensee causes an interruption of service by damaging or interfering with any equipment of Utility, Licensee shall, at its own expense, immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Utility immediately at the following phone number for twin comm, (815) 622-1140.
- 23.6 **Duty to Inform.** Licensee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on Utility's Poles by Licensee's employees, agents, contractors, or subcontractors, and Licensee accepts the duty and sole responsibility to notify and inform Licensee's employees, agents, contractors, or subcontractors of such dangers, and to keep them informed regarding same.

## **Article 24. Damages to Licensee's Facilities.**

Utility shall exercise reasonable caution to prevent damage to, or interference with the operation of the equipment of Licensee, but Utility shall not be liable for any such damage or interference which may arise out of the use of Utility's Poles hereunder, except to the extent caused by the negligence or intentional misconduct of the Utility or its employees, agents, or contractors.

## **Article 25. Insurance**

**25.1 Policies Required.** Throughout the term of this Agreement, the Licensee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the City certificates of insurance designating the City and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Licensee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of five million (\$5,000,000) for bodily injury or death to any one person, and five million (\$5,000,000) for bodily injury or death of any two or more persons resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the City.

**25.1.1 Workers' Compensation and Employers' Liability Insurance.** The Licensee shall provide worker's compensation coverage in accordance with applicable law. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

## **Article 26. Assignment**

**26.1 Limitations on Assignment.** Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of Utility, which consent shall not be unreasonably withheld; provided, however, that Licensee shall be permitted to assign this Agreement to an affiliate without obtaining such prior written consent.

**26.2 Obligations of Assignee/Transferee and Licensee.** No assignment or transfer under this Article 26 shall be allowed until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of Licensee arising under this Agreement. Licensee shall furnish Utility with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee.

**26.3 Sub-licensing.** Without Utility's prior written consent, Licensee shall not sub-license or lease to any third party, including but not limited to, allowing third parties to place Attachments on Utility's Facilities, including Overlapping, or to place Attachments for the benefit of such third parties on Utility's Poles. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Communications Facilities by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or Overlapping is not subject to this Article 26.3.

**Article 27. Failure to Enforce**

Failure of Utility or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.

**Article 28. Dispute Resolution Process**

- 28.1 Dispute Resolution.** Except for an action seeking a temporary restraining order or an injunction or to compel compliance with this dispute resolution procedure, the parties can invoke the dispute resolution procedures in this Article at any time to resolve a controversy, claim, or breach arising under this Agreement. Each party will bear its own costs for dispute resolution activity.
- 28.2 Initial Meeting.** At either party's written request, each party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties will conduct any meeting in-person or via conference call, as reasonably appropriate.
- 28.3 Executive Meeting.** If sixty (60) days after the first in-person meeting of the senior representatives, the parties have not resolved the dispute to their mutual satisfaction, each party will designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute.
- 28.4 Unresolved Dispute.** If after sixty (60) days from the first executive-level, in-person meeting, the parties have not resolved the dispute to their mutual satisfaction; either party may invoke any legal means available to resolve the dispute, including enforcement of the default procedures set out in Article 29.
- 28.5 Confidential Settlement.** Unless the parties otherwise agree in writing, communication between the parties under this Article will be treated as confidential information developed for settlement purposes, exempt from discovery and inadmissible in litigation.
- 28.6 Business as Usual.** During any dispute resolution procedure or lawsuit, the parties will continue providing services to each other and performing their obligations under this Agreement.

**Article 29. Default.**

- 29.1 Notice of Violation or Default.** In the event either party believes that the other party has not complied with a material term of this Agreement, it shall notify the other party in writing with specific details regarding the exact nature of the alleged noncompliance or default.

- 29.2 Right to Cure or Respond.** The noncompliant party shall have thirty (30) days from the receipt of the other party's written notice: (A) to respond to the notice, contesting the assertion of noncompliance or default; or (B) to cure such default; (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps being taken and the projected date that the cure will be completed.
- 29.3 Enforcement.** Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 29.2 above, in the event a party determines that the other party is in default of any material provision of the Agreement, such party may seek specific performance of any provision that reasonable lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief or in the case of a substantial or frequent default of a material provision of the Agreement. Utility may declare the Agreement to be revoked in accordance with the following:
- 29.3.1 The Utility shall give written notice to the Licensee of its intent to revoke the Agreement on the basis of a pattern of noncompliance by the Licensee. The notice shall set forth with specificity the exact nature of the noncompliance. The Licensee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Utility has not received a response from the Licensee or upon receipt of the response does not agree with the Licensee's proposed remedy or in the event that the Licensee has not acted to cure the default, it may then seek termination of the Agreement at a public hearing. The Utility shall cause to be served upon the Licensee at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.
- 29.3.2 At the designated hearing, the Utility shall give the Licensee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Utility shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Licensee at its sole expense. The decision of the Utility shall be in writing and shall be delivered to the Licensee in a manner authorized by Section 35. The Licensee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Utility's decision.
- 29.4** Without limiting the rights granted to Utility pursuant to the foregoing Article 29.2, the parties hereto agree to conduct themselves reasonably and in good faith and to use a good faith effort to meet and to resolve outstanding issues, including but not limited to the Dispute Resolution Process of Article 28.
- 29.5** In the event that Utility fails to perform, observe or meet any material covenant or condition made in this Agreement or shall breach any material term of condition of this Agreement, or at any time any representation, warranty or statement made by Utility shall be incorrect or misleading in any material respect, then Utility shall be in default of this Agreement. Upon being provided notice from Licensee of said default, Utility shall have thirty (30) days to cure or commence diligent efforts to cure such default, and if such default is not cured, then Licensee shall have any and all remedies at law or in equity available to it, including termination of this Agreement without any liability therefor.

29.5.1 The above notwithstanding, Licensee's sole remedy if Utility is unable to perform a survey or complete Make-Ready Work within the prescribed timeframes under Article and 6 and 7 is the authority to perform such survey or Make-Ready itself at Licensee's expense.

29.5.2 Under no circumstances will a failure of Utility to meet the survey or Make- Ready time periods set out in Article 7 cause Utility to be subject to monetary damages.

**29.6** Upon Termination for Default, Licensee shall remove its Attachments from all Utility Poles within one (1) year of final judgment or at a rate of one hundred (100) Attachments per month, whichever period results in the greatest length of time for completing removal. If not so removed within that time period, Utility shall have the right to remove Licensee's Attachments, and Licensee agrees to pay one hundred and seven percent (107%) the actual and documented cost thereof within forty-five (45) days after it has received an invoice from Utility.

**Article 30. Receivership, Foreclosure or Act of Bankruptcy.**

**30.1** The Pole use granted hereunder to Licensee shall, at the option of Utility, cease and terminate one hundred twenty (120) days after the filing of bankruptcy or the appointment of a receiver or receivers or trustee or trustees to take over and conduct the business of Licensee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all Defaults under this Agreement.

**30.2** In the case of foreclosure or other judicial sale of the plant, property and equipment of Licensee, or any part thereof, including or excluding this Agreement, Utility may serve notice of termination upon Licensee and the successful bidder at such sale, in which event this Agreement herein granted and all rights and privileges of this Agreement hereunder shall cease and terminate thirty (30) days after service of such notice, unless:

30.2.1 Utility shall have approved the transfer of this Agreement to the successful bidder, as and in the manner in this Agreement provided; and

30.2.2 Such successful bidder shall have covenanted and agreed with Utility to assume and be bound by all the terms and conditions to this Agreement.

**Article 31. Removal of Attachments.**

Licensee may at any time remove its Attachments from any facility of Utility but shall promptly give Utility written notice of such removals. No refund of any rental fee will be due on account of such removal.

**Article 32. Performance Bond.**

Licensee shall furnish a performance bond executed by a surety company reasonably acceptable to Utility which is duly authorized to do business in the state of Illinois in the amount of one million dollars (\$1,000,000) for the duration of this Agreement as security for the faithful performance of this Agreement and for the payment of all persons performing labor and furnishing materials in connection with this Agreement.

**Article 33. Term of Agreement**

**33.1** This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of ten (10) years and, unless terminated by either party, shall automatically be renewed for one additional five (5) year term, Thereafter the Agreement shall continue on a year-to-year basis. Either party may terminate this Agreement at the end of the initial term or a successor term by giving written notice of intent to terminate the Agreement at the end of the then-current term. Such a notice must be given least ninety (90) calendar days prior to the end of the then-current term.

**33.2** Even after the termination of this Agreement, each party's indemnity obligations shall continue provided that the claim or action is initiated within the applicable statute of limitations,

**Article 34. Amending Agreement**

This Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both parties.

**Article 35. Notices**

**35.1** Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail with return receipt requested, with postage prepaid, and except where specifically provided for elsewhere, properly addressed as follows:

If to: City of Rock Falls

City of Rock Falls  
Business Office  
603 West 10<sup>th</sup> Street  
Rock Falls, IL 61071

with a copy to:

James Reese, City attorney  
202 East 5<sup>th</sup> Street  
PO Box 400  
Sterling, IL 61081

If to Licensee, at:

Surf Air Wireless  
P.O. Box 1401  
La Porte, IN 46352  
Attn: Gregory B. Armstrong, CEO

with a copy of all notices alleging Surf's breach to:

Chilton, Yambert and Porter, LLP  
303 W. Madison Street  
Suite 2300  
Chicago, IL 60606  
Attn: Randall G. Vickery  
Facsimile No: 312-460-8299

or to such other address as either party, from time to time, may give the other party in writing.

- 35.2** The above notwithstanding, the parties may agree to utilize electronic communications such as, for NJUNS notifications, as well as email for notifications related to the Permits application and approval process and necessary transfer or pole modifications.
- 35.3** Licensee shall maintain a staffed 24-hour emergency telephone number, not available to the general public, where Utility can contact Licensee to report damage to Licensee's Facilities or other situations requiring immediate communications between the parties. The Utility will notify Attaching Party via telephone at the following emergency telephone number: 574-536-7660. Such contact person shall be qualified and able to respond to Utility's concerns and requests. Failure to maintain an emergency contact shall subject Licensee to a penalty of \$100 per incident and shall eliminate Utility's liability to Licensee for any actions that Utility deems reasonably necessary given the specific circumstances.

**Article 36. Entire Agreement**

This Agreement and its appendices constitute the entire agreement between the parties concerning attachments of Licensee's Communications Facilities on Utility's Poles within the geographical service area covered by this Agreement. Unless otherwise expressly stated in this Agreement, all previous agreements, whether written or oral, between Utility and Licensee are superseded and of no further effect.

**Article 37. Severability**

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

**Article 38. Governing Law**

All matters relating to this Agreement shall be governed by the laws (without reference to choice of law) of the state of Illinois.

**Article 39. Confidentiality.**

Except to the extent required by applicable law, including without limitation Illinois laws governing access to public records, neither party shall not disclose the Confidential Information of the other party or use the

Confidential Information of the other party except in performing or enforcing this Agreement. Notwithstanding the foregoing, a party may disclose the other party's Confidential Information to such party's employees, agents, and professional advisors who have a need to know the Confidential Information and who have either agreed in writing to not disclose or improperly use such Confidential Information or, in the case of professional advisors, are ethically or otherwise bound to not disclose or improperly use the Confidential Information. "Confidential Information" means information that one party discloses to the other party pursuant to or in connection with the negotiation or performance of this Agreement and that is marked as confidential or would normally be considered confidential under the circumstances. "Confidential Information" does not include information that the receiving party already knew, information that becomes public through no fault of the receiving party, or information that was given to the receiving party by a third party without breach of any confidentiality obligation. A receiving party may also disclose Confidential Information when required by law, court order or lawful subpoena, after giving reasonable notice to the disclosing party, if such notice is allowed under law.

**Article 40. Incorporation of Recitals and Appendices**

The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.

**Article 41. Force Majeure**

If either Utility or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible. The operation of the preceding sentence shall not, however, relieve a party from its obligation to meet the time schedules required herein unless the party shall have taken reasonable precautions to anticipate and avoid the occurrence of the force majeure event.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

City of Rock Falls

Surf Air Wireless, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# APPENDIX A-FEES and CHARGES

**The Annual Pole Attachment Fee:** Twenty dollars (\$20.00) per Attachment per year to a City-owned Pole and Twelve dollars (\$12.00) per Attachment, per year to a jointly-owned Pole.

Each Attachment shall only occupy twelve (12) inches of vertical space on a Pole, as measured either above or below (but not both) the point of attachment, and any Attachment outside of the twelve inches shall be deemed to constitute a separate Attachment for Pole Attachment Fee calculation purposes.

The Annual Attachment Fee will increase by a rate of two percent (2%) per year.

## Non-Recurring Fees<sup>1</sup>

1. License Application Fee: ninety-five dollars (\$95) per Pole.
2. Make Ready Work and Other Charges: See Article 3 of Agreement.
3. Work performed by Utility where Licensee failed to perform in a timely manner may be subject to a seven percent (7%) additional charge pursuant to Article 18 of Agreement.

## Penalties

### 1. Standard Unauthorized Attachment Penalty Fee:

Fifty dollars (\$50) per Unauthorized Attachment unless the back rent over the 5-year period is in excess of Fifty dollars (\$50) in which case the penalty shall not apply.

Twenty-Five dollars (\$25) per section of Unauthorized Overlash installed between Poles.

### 2. Non-Transfer/Removal Penalty:

If, consistent with Article 18 of the Agreement, Licensee fails to rearrange, transfer, remove or Correct violations in a timely manner, Licensee shall be subject to a daily penalty of five dollars (\$5) per Attachment, per day beginning on the day after expiration of the original time period for completion of the work specified in the Agreement and the original notification that Operator needs to Rearrange, Transfer, Remove or Correct Violations. Beginning with the ninetieth (90<sup>th</sup>) calendar day after expiration of the time period for completion of the work specified in the Agreement and original notification the daily penalty shall escalate to ten dollars (\$10) per Attachment per day.

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<sup>2</sup> Utility reserves the right to adjust non-recurring fees from time to time to cover actual costs, provided any such adjustment is applied on a nondiscriminatory basis to all Attaching Entities.

# APPENDIX A-1 (Fees and Charges exceptions)

**City of Rock Falls**  
ArcGIS Pole Numbers

For the term of this agreement, there will be no license application fee and no annual pole attachment fee associated with the listed pole numbers. These existing attachments to City owned poles are considered part of the FiberNet acquisition on October 30th, 2020.

All other conditions apply.

4607	6982
20402	4627N
4629	4629N
20403	4635
6963	991803
6960	4582N
6959	4610
6956	6922
6952	6922
6951	6923
6949	6920
4624N	6924
4611 N	6925
4614	6926
6972	6927
6971	6930
6976	6935
6970	6937
6978	6936
6979	6943
6981	24403
<b>Total</b>	<b>42</b>

APPENDIX B

APPLICATION



Application No. \_\_\_\_\_

Date Received \_\_\_\_\_

(City of Rock Falls Use Only)

POLE ATTACHMENT APPLICATION

PART 1 (To be completed by Applicant)

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

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

In accordance with the terms and conditions of the Pole Attachment Agreement dated \_\_\_\_\_, 20\_\_ Between the City of Rock Falls ("City") and \_\_\_\_\_ ("Licensee") Licensee hereby requests permission, with respect to the following:

1. LOCATION OF AFFECTED CITY OF ROCK FALLS POLES

In the area of \_\_\_\_\_  
\_\_\_\_\_

(Attach engineering drawing showing geographic locations of all proposed attachments to the City of Rock Falls Poles including riser location.)

2. NATURE OF REQUEST (Check only one line)

- \_\_\_\_\_ Installation of new Attachments or facilities (including power supplies)
- \_\_\_\_\_ Installation of new Overlash
- \_\_\_\_\_ Removal of Attachments or facilities (including power supplies)
- \_\_\_\_\_ Modification of existing Attachments or facilities (including power supplies)

3. NUMBER OF AFFECTED POLES  
 A. PROPOSED BY APPLICANT

<u>NUMBER OF AFFECTED POLES</u>	<u>PROPOSED BY APPLICANT</u>	Number of Attachments As a result of Pre-Engineering Walk (City of Rock Falls Use)
Proposed New Wireline Attachments:	City of Rock Falls Poles	_____
	Joint Poles	_____
Proposed New Micro Wireless Installations:	City of Rock Falls Poles	_____
	Joint Poles	_____
Proposed New Overlash Installations:	City of Rock Falls Poles	_____
	Joint Poles	_____
Proposed Removal of Attachments:	City of Rock Falls Poles	_____
	Joint Poles	_____

B. DETAILED DESCRIPTION OF PROPOSED FACILITIES OR POWER SUPPLIES

\_\_\_\_\_ Coaxial (Type) (Size) (Quantity) (Stringing Tensions) (Tensile Strength of Strand) (Bundled Configuration) (Width in lbs/ft)

\_\_\_\_\_ Fiber (Type) (Size) (Quantity)

\_\_\_\_\_ Power Supply (Manufacturer) (Model Number) (Dimensions) (Weight) (Output Ratings)

\_\_\_\_\_ Other

(Attach manufacturer's number and specifications if not previously provided)

C. DESCRIPTION OF EQUIPMENT AND HARDWARE TO BE USED FOR THE PROPOSED ATTACHMENTS TO POLES

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**D. DESCRIPTION OF PROPOSED MODIFICATIONS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Applicant hereby certifies that the above information is complete and accurate and may be relied upon by City in reviewing this Application for Permit request.

Submitted By: .....

Printed Name: .....

Title:.....

Company:.....

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

PART II (To be completed by City of Rock Falls)

City of Rock Falls PL# \_\_\_\_\_

PRELIMINARY ENGINEERING CHARGE \_\_\_\_\_

MAKE READY CONSTRUCTION CHARGES \_\_\_\_\_

OTHER \_\_\_\_\_

CURRENT YEARS FEES \_\_\_\_\_

TAXES (If Applicable) \_\_\_\_\_

TOTAL AMOUNT DUE \_\_\_\_\_

**SEE ATTACHED SUMMARY AND BREAKDOWN OF MAKE READY WORK AND CHARGES  
(If applicable)**

TERMS AND CONDITIONS

1. No installation of Attachments or associated facilities, including power supplies or modifications, shall be made prior to the acceptance by the City of Rock Falls of the fully executed Pole Attachment Applications, completion of all required Make Ready work, payment of all applicable fees and issuance of a Permit.
  
2. The City of Rock Falls acceptance of this Application is made in reliance upon the completeness and accuracy of the information provided by the Applicant in Part I hereof. Any Permit issued by the City of Rock Falls pursuant to this Application shall be limited to the Attachments and associated equipment and facilities, including power supplies as described in this Application.

3. Upon completion of the installation, modification, or removal of Attachment(s) and associated facilities, described in the Pole Attachment Application, the total number of Licensee's Attachments covered by the Agreement shall be

\_\_\_\_\_

**ACCEPTED:**

City of Rock Falls

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**PART III (To be completed by Applicant)**

Applicant hereby authorizes the City of Rock Falls to complete all Make Ready work and agrees to pay all Make Ready charges related thereto. Applicant further agrees to be bound by all of the terms and conditions contained in this Pole Attachment Application.

**ACCEPTED:**

Company: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**APPENDIX C  
CITY OF ROCK FALLS STANDARDS AND  
SPECIFICATIONS FOR LICENSEE'S  
ATTACHMENTS**

**UTILITY POLES**

The following engineering and construction practices will be followed by Licensee when making Attachments to City Poles.

- A. All attachments shall be made in accordance with the Applicable Standards as defined in the Pole Attachment Licensing Agreement, Article "I. Definitions".
- B. Clearances
1. Attachment and Cable Clearances: Licensee's Attachments on City Poles, including metal attachment clamps and bolts, metal cross arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code (NESC) and in drawings and specifications City may from time to time furnish Licensee.
  2. Service Drop Clearance: The parallel minimum separation between City's service drops and communications service drops shall be twelve (12) inches, and the crossover separation between the drops shall be twenty- four (24) inches. (See Drawing I-4 of Appendix E)
  3. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of 12" of separation must be maintained between any other cables. At the pole support, a 12" separation must be maintained between Licensee and any other connection/attachment. (See Drawing I-4)
  4. Service Clearances: A four-inch (4") separation shall be maintained between City's service cable and/or any other Attaching Entity's facilities located on the customer's private property in accordance with the National Electrical Code (NEC).
  5. Vertical Runs on Poles: All Risers on poles, including those for power feed for TV amplifiers, shall be placed on the quarter faces of the pole and shall be covered by a riser guard with a two-inch (2") clearance in any direction from cable, bolts clamps, metal supports and other equipment. Secondary cable providing service to street lights may be covered with non-metallic conduit to allow minimum clearances to communication cables as permitted in the NESC.
  6. Climbing Space: A clear Climbing Space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the face of the City Pole. Licensee's cable/wire Attachments shall be placed on the same side of the pole as those of other Attaching Entities. In general, all other Attachments and Risers should be placed on pole quarter faces. (See Drawing I-5)
- C. Down Guys and Anchors
1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on the City's poles by Licensee's Attachments.
  2. Anchors and guy wires must be installed on each City pole where there is an angle or a dead-end occurs. No proposed anchor can be within two (2) feet of an existing anchor without written permission of City.
  3. Licensee may not attach guy wires to the anchors of a third-party user without the anchor owner's prior written consent.

4. No Attachment may be installed on a City pole until all required guys and anchors are installed, nor may any Attachment be modified, added to or relocated in such a way as will materially increase the stress or loading on City poles until all required guys and anchors are installed.
5. Licensee's down guys shall be bonded to ground wires of the City's Pole, or a porcelain insulator can be installed.

D. Certification of Licensee's Design

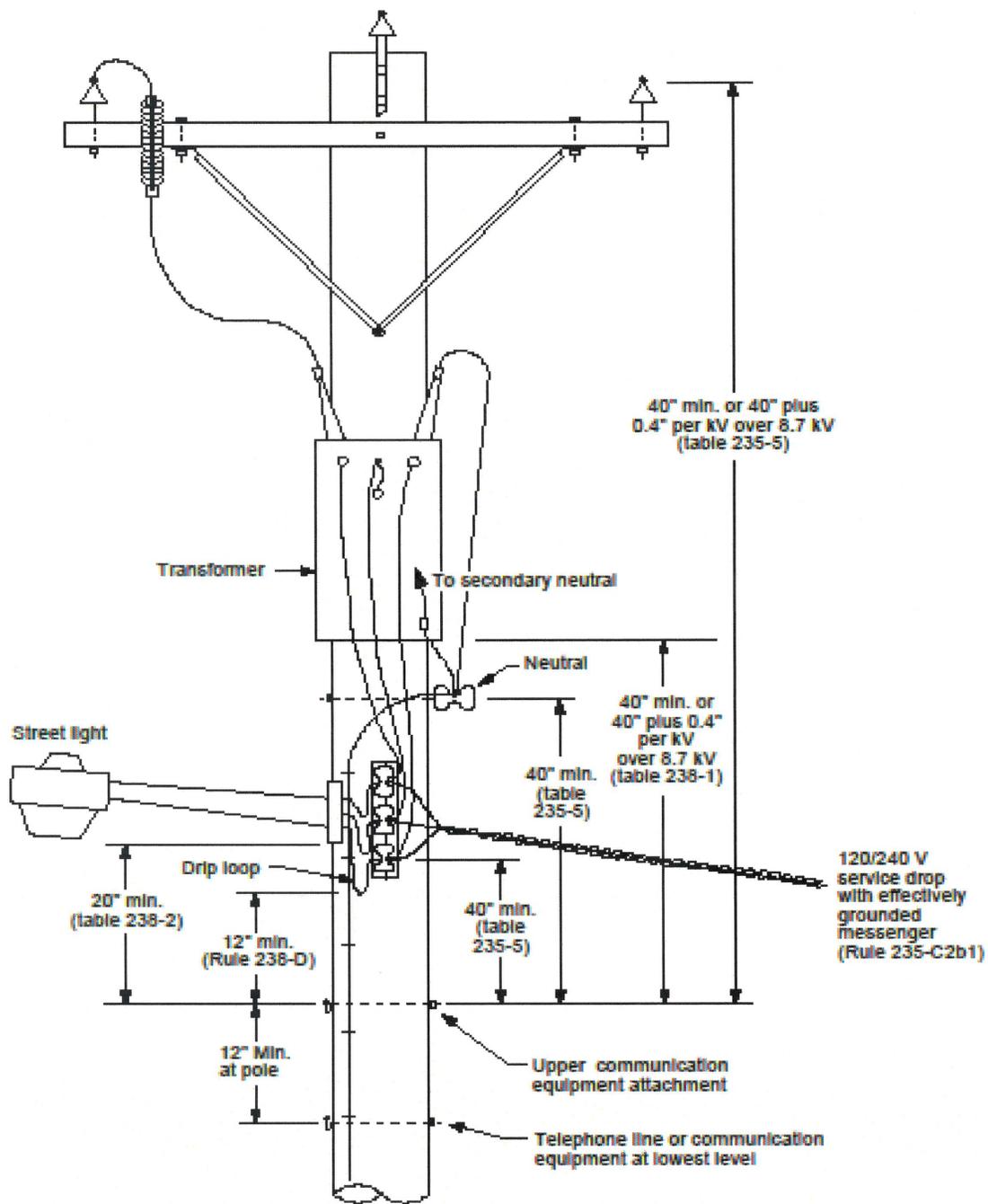
1. The Licensee's Attachment Permit Application must be signed and sealed by a registered professional engineer, certifying that the Licensee's aerial cable design fully complies with the NESC and the City's Construction Standards and any other Federal, State or Local codes and/or requirements.
2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of the City's facilities and other Third Party facilities that exist on the poles.

E. Miscellaneous Requirements

1. Cable Bonding: Licensee's messenger cable shall be bonded to City's pole ground wire at each pole that has a ground wire.
2. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
3. Communication Cables: All Communications cables/wires not owned by City shall be attached within the Communications space that is located 40 inches below the City neutral or the lowest City-owned effectively grounded messenger.
4. Riser Installations: All Licensee's Riser installations shall be placed on metal stand-off brackets. (See Drawing I-3)
5. Tagging: All Licensee's Riser, including all cable, shall be identified with a band type marker or other identification acceptable to City at each Attachment. The marker must identify the Licensee.
6. Safety Zone: No mounting brackets are permitted in the safety zone. The safety zone between communication facilities and supply facilities on the same pole extends horizontally out to the boundaries of the climbing space and working space. The safety zone is measured vertically from the level of the closest surface of the communication facility to the level of the closest surface of the supply facility. The required clearance of the safety zone is measured vertically between the levels of the equipment involved. Stand off bracket installation will not be allowed to meet the 40" clearance requirement. (See Drawing I-5)

F. City Construction Standards

1. Refer to the attached City Construction Standards or obtain the applicable construction standards from the City in accordance with the affected City's requirements.
2. Apply the City's construction standards in coordination of the applicable NESC, NEC and any other Federal, State or Local code requirements.

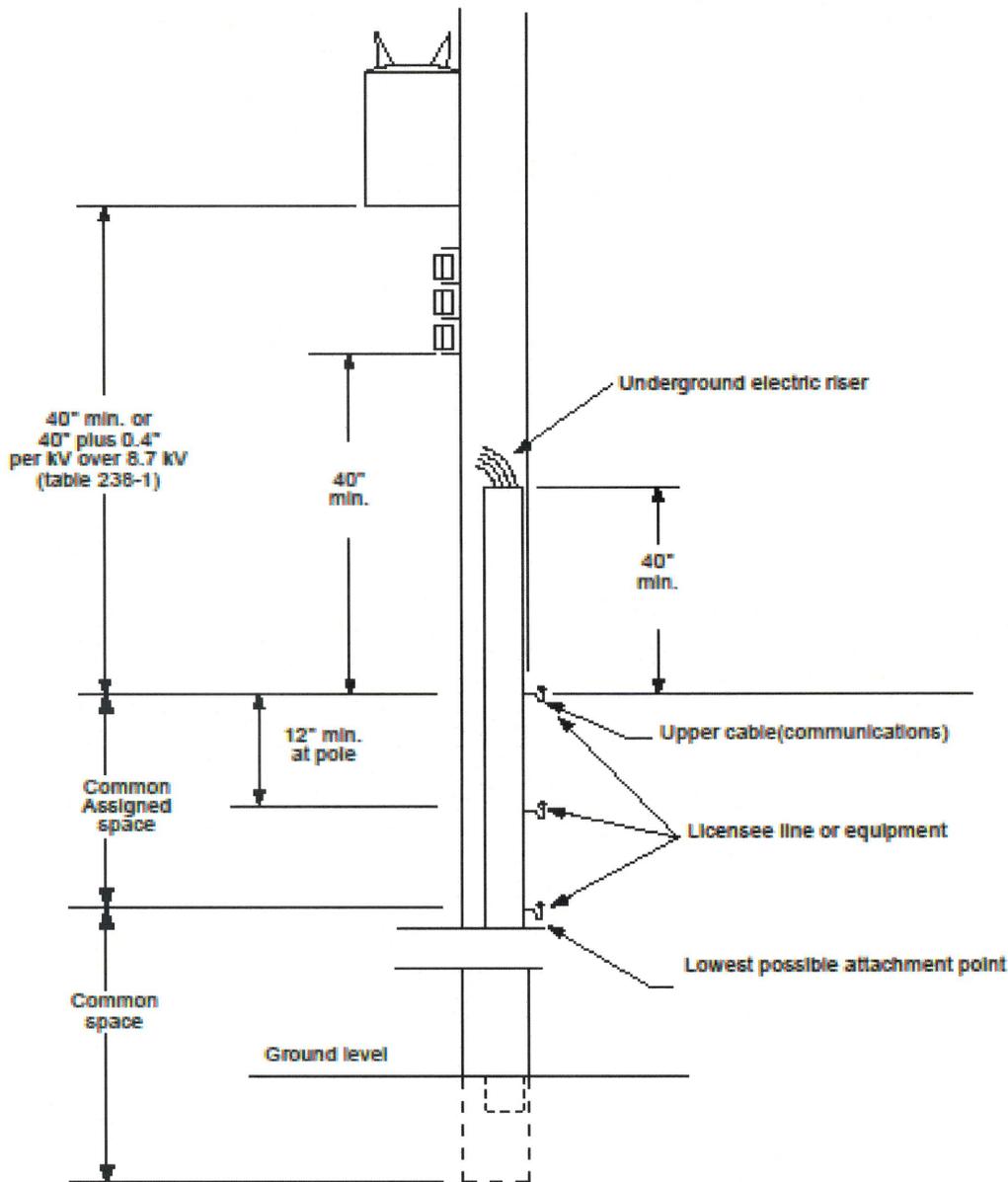


**NOTES:**

1. Refer to the attached Utility Construction Standards, or obtain the applicable construction standards from the Utility in accordance with the affected Utility's requirements.
2. Apply the Utility Construction Standards in coordination of the applicable NESC, NEC or Illinois Statute code requirements.
3. See drawing Drawing I-2 for additional notes

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<b>POLE ATTACHMENTS</b>	
<b>OVERHEAD MINIMUM CLEARANCES</b>	
Drawing is NOT to scale	<b>I-01</b>



**NOTES:**

1. Separation between vertical runs and any metal parts or through bolts of power or communication equipment shall be at least 2" in any direction. Bolts shall have less than 2" exposed thread.
2. No communications power supply shall be mounted on this pole except by permission of the Utility.
3. The above clearances may have to be increased to allow for code clearance requirement in mid span.
4. Licensee's Attachments on Utility Poles, including metal attachment clamps and bolts, metal cross arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code (NESC) and in drawings and specifications.

A

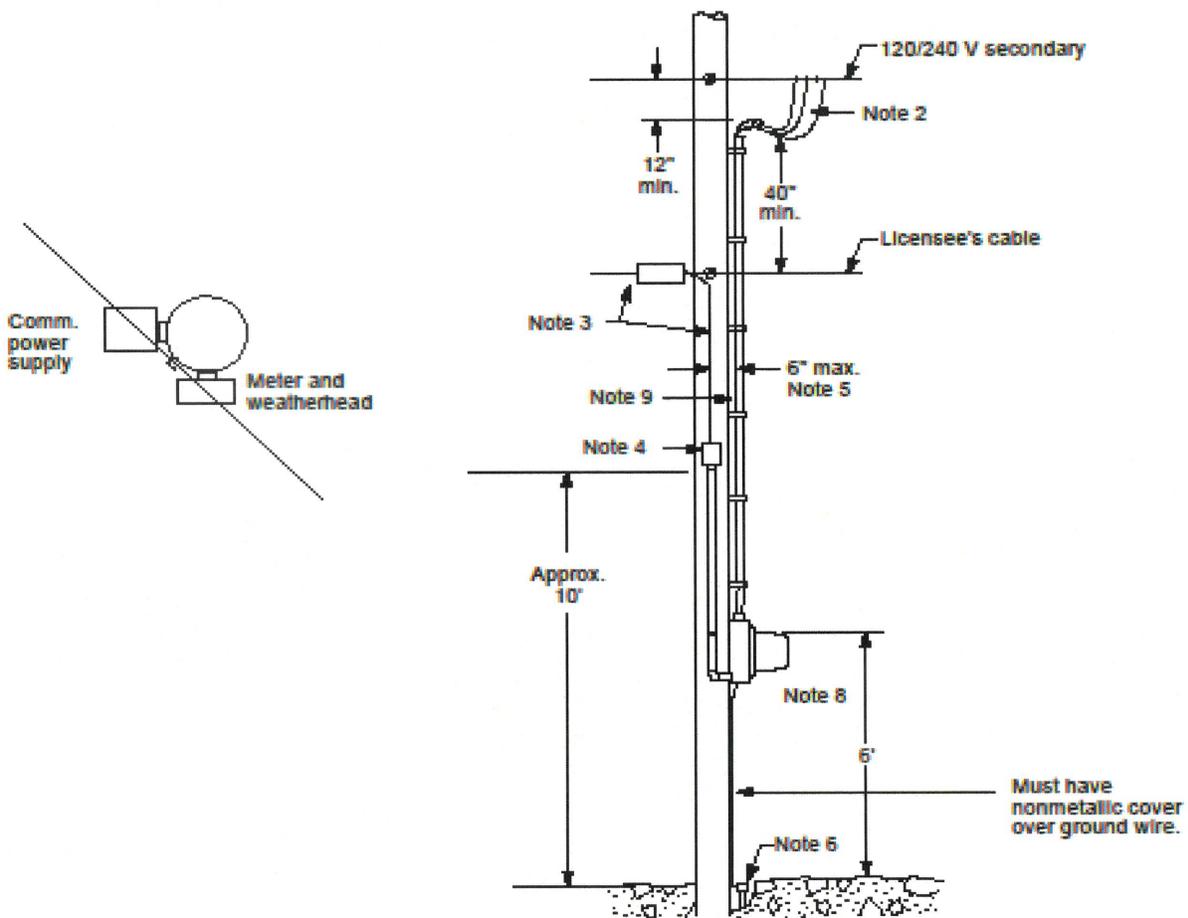
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**POLE ATTACHMENTS**

**OVERHEAD MINIMUM CLEARANCES**

Drawing is NOT to scale

**I-02**



**NOTES:**

1. This installation shall comply with all applicable electrical code and state, city, village, town, and Utility requirements.
2. Service entrance conductors shall extend 30" beyond weatherhead and have 600 volt rated insulation.
3. Communication power cable.
4. Communication power supply and/or disconnect.
5. 6" maximum between service entrance conduit and communications cable, if possible.
6. Grounding shall be in accordance with National Electric Code article 250.
7. Location of all licensee equipment is to be approved by the Utility company.
8. Proof of compliance shall be certified by the appropriate electrical inspector.
9. All risers on poles, including those for power feed for licensee's equipment enclosure, will be placed in non-metallic conduit on the quarter faces of the pole.
10. This service detail applies to all commercial users requiring power for pole mounted devices.

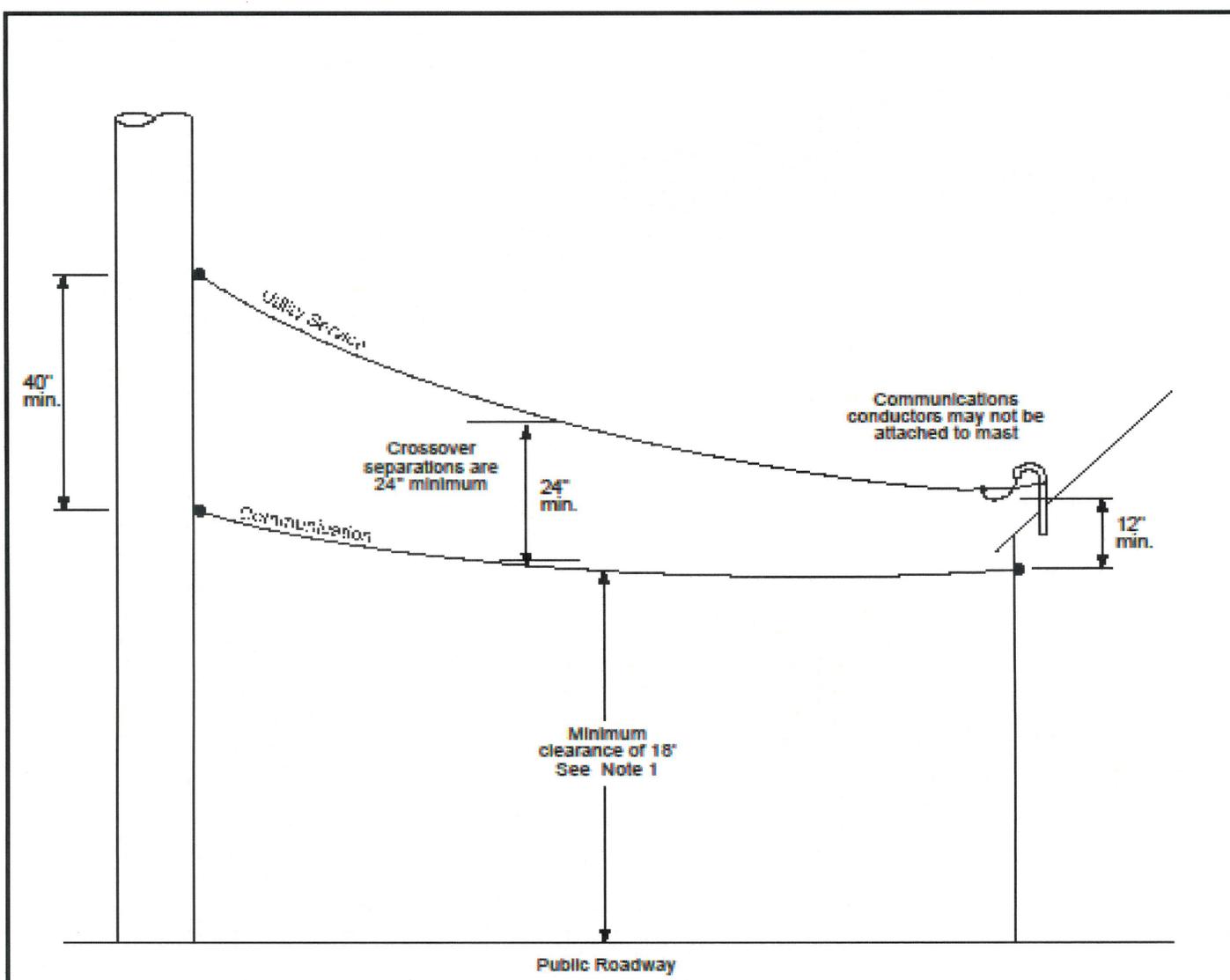
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<b>POLE ATTACHMENTS</b>
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<b>POWER SERVICE</b>
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<b>I-03</b>
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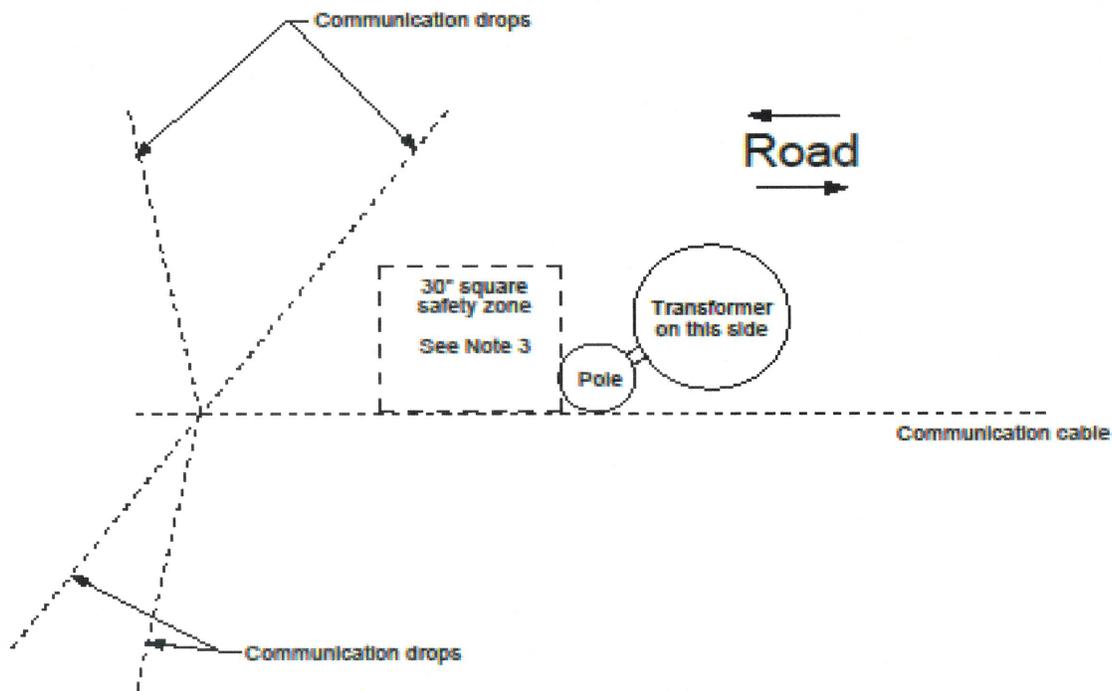


**NOTES:**

1. Maintain minimum clearance
  - a) Railroad - 23'
  - b) Interstate - 21'
2. Reference NESC clearances on same supporting structures
  - a) Table 235-6
  - b) Table 238-2
3. Reference NESC clearances on different supporting structures
  - a) Table 233-1

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<b>POLE ATTACHMENTS</b>	
<b>MINIMUM CLEARANCE TO SERVICE AND ROADWAY</b>	
Drawing is NOT to scale	<b>I-04</b>



**NOTES:**

1. For new cable installations locate cable on the same side of the pole as the Utility's lowest conductor.
2. Standoff brackets to mount cable to pole are not allowed without approval of the Utility.
3. Climbing and workspace through the communication space shall extend from 40" below the lowest communication cable.
4. On transformer poles the communication service drops shall be located so that they originate from the messenger on the side of the pole opposite the transformer.
5. Minimum clearances for climbing and working space shall be followed as per NESC section 236, page 129.

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**POLE ATTACHMENTS**

**ATTACHMENTS AT TRANSFORMER POLES**

Drawing is NOT to scale

**I-05**