

**CHAPTER 17**  
**LICENSES AND PERMITS**

**17.01 TELEPHONE FRANCHISE**

A. That the ILLINOIS BELL TELEPHONE COMPANY, (hereinafter called the "Company"), its lessees, successors and assigns, are hereby granted the right to construct, erect, renew, maintain and operate in, upon, along, across, under and over the streets, alleys and public ways of the Village of Bull Valley (hereinafter called the "Municipality"), lines of poles, anchors, wires, cables, conduits, vaults, laterals and other fixtures and equipment and to use the same for the transmission of sounds and signals by means of electricity, and especially for the conduct of a general telephone business.

The terms of this Ordinance shall be for the period of three (3) years beginning January 1, 1984, and extending to December 31, 1986, and thereafter until terminated by sixty (60) days written notice, either by the Municipality to the Company, or by the Company to the Municipality.

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

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

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

E. In consideration of the foregoing grant, while the Company is using any pole or poles erected or maintained hereunder, it will permit the Municipality the use of sufficient space for carrying the Municipality's police and fire alarm signal wires by means of one crossarm to be placed, in accordance with the Company's specifications by the Municipality at its expense, at the top of the space available for the use of the Company or any of said poles, it being understood that the poles upon which space is permitted the Municipality shall be considered, for the purpose of this agreement, as personal property, provided that such wires shall be so placed and maintained by the Municipality that the use of same will not interfere with the operation and maintenance of the Company's equipment or its use of said poles, and provided further that a thirty (30) inch climbing space shall be maintained between the pole pins on poles jointly used with another public utility. All such police and fire alarm signal wires shall be attached and maintained under the direction and supervision of the Company's authorized representatives and only in compliance with any rules for construction and maintenance of electric power and communication lines as may be ordered by the Illinois Commerce Commission. The Municipality shall, at its own expense, defend all claims, demands or suits on account of any injury to life, limb or property that may result by reason of or in connection with the presence, use, maintenance, erection or removal of the Municipality's police and

fire alarm signal wires and their appurtenances pursuant hereto, and hereby agrees to save and keep harmless the Company from any and all damages, judgments, costs and expenses of any kind which may arise by reason thereof.

F. So long as the Company exercises and enjoys the rights granted to it hereunder, it shall pay to the Municipality for each Access Line that the Company maintains and operates within the Municipality: \$0.256 per Access Line per month for the calendar year 1984, retroactive to January 1, 1984; \$0.288 per Access Line per month for the calendar year 1985; and \$0.320 per Access Line per month for the calendar year 1986 (hereinafter "Access Line Value"), provided, however that the amount paid in such years shall not be less than the payment that the Municipality is entitled to or has received under a prior Interim Agreement dated December 30, 1983 for the period commencing January 1, 1984, nor in any event shall the payments be less than the amounts the Municipality received either in cash or value of services rendered for the calendar year 1983. The Company shall make said payments on a monthly basis, due the last day of the succeeding calendar month. "Access Line" as used in the section shall mean "the connecting facility between a customer's premises and the Company's serving central office that provides customer access to the dial network for placing and receiving calls." "Within the Municipality" means within the corporate boundaries of the Municipality as recorded with the appropriate county recorder and as provided to the Company. Municipality agrees to notify the Company of any ordinances annexing to or disconnecting from such corporate boundaries and agrees to provide to the Company an accurate map of such changes showing, if available, street name and number detail.

Access Line Values specified in this section are based upon aggregate franchise payments by the Company to all Illinois municipalities (except Chicago) within the Company's operating area (hereinafter "Illinois Municipalities") of \$8.0 million for the calendar year 1984, \$9.0 million for the calendar year 1985 and \$10 million for the calendar year 1986 (hereinafter "Agreed Franchise Payments"). If the Company's actual annual franchise payments to all Illinois Municipalities, whether paid or accrued, differ from said Agreed Franchise Payments, such difference in amount shall be adjusted in January of the succeeding year. Such difference in amount shall be divided by the number of the Company's Access Lines within all Illinois Municipalities in such month and then either added to or deducted from the Access Line Value for said month of January. Thereafter, the Access Line Value specified in the first paragraph of this section shall be used for each succeeding month in such calendar year.

Company shall, within forty-five (45) days of the effective date of this Ordinance, make appropriate adjustment between payments to which Municipality is entitled under this Ordinance and payment that Municipality is entitled to or has received under a prior Interim Agreement dated December 30, 1983 for the period commencing January 1, 1984.

Company agrees to provide annually, within a reasonable time from Municipality's request, the names, addresses and number of Access Lines for each of its customers within the Municipality, subject to Municipality's agreement not to disclose said information, such Municipality agrees shall be used solely for the purposes of verifying the number of Company's Access Lines within the

Municipality. Company further agrees to substantiate, upon request the contents of such report and all records and other documents required for such verification shall, upon reasonable advance notice, be subject to inspection by the Municipality.

The Company, without charge and when directed by the chief executive officer of the Municipality, shall move within the same premises the customer premises wire associated with each Access Line provided to the Municipality by the Company, provided that not more than one such change of location in any one year per Access Line shall be made by the Company without expense to the Municipality. "Customer premises wire" is defined as any wire beginning on the customer's side of the network interface or equivalent and ending at the registration jack or connecting block, exclusive of wiring associated with key or PBX systems and their serving terminals or main distribution frames.

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

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

I. So long as the Company exercises the rights granted to it hereunder and so long as the Municipality shall receive the considerations therefore as recited in Sections E and F hereof, the Municipality will not, by ordinance or otherwise, vacate any street, alley or public way in which the Company has its structures installed without reserving the easement rights of the Company in and

to the street, alley or public way to be vacated.

J. All grants, franchises, rights, licenses and privileges heretofore made or granted by the Municipality by ordinance or otherwise to the Company and all rights of the Company under grants, franchises, rights, licenses and privileges made by the Municipality to others from which the Company may have purchased any part of its poles, lines, equipment or plant, are hereby revoked and repealed, it being the intention that this Ordinance shall contain all grants, franchises, rights, permits, licenses, and privileges of the Company, and all obligations of the Company in connection therewith and that the considerations as recited in Section E and F shall be in lieu of any and all other license, permit, inspection or occupancy fees for the erection, placing, maintenance and operation, including opening and closing excavations in the streets, alleys and public ways, of the Company's facilities and equipment in the Municipality.

K. "Illinois Bell Telephone Company" as used in this Ordinance, shall be construed to mean the Illinois Bell Telephone Company, its lessees, successors and assigns, and this Ordinance shall be binding upon and inure to the benefit of the Company, its lessees, successors and assigns.

L. This Ordinance shall be in full force upon receipt, by the Clerk of the Municipality, of the Company's written and unconditional acceptance of all of the provisions of this Ordinance executed by its proper officers thereunto duly authorized, under the corporate seal of the Company, and attested by its secretary or assistant secretary.

#### 17.02 GAS FRANCHISE

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

B. All pipes, mains, conductors and other appliances, including connections with service pipes, hereafter laid in streets, alleys, or other public places, shall be laid under the supervision of the Committee on Public Works of the Municipality, or such other duly authorized agent of the Municipality as the Board of Trustees may from time to time designate. All pipes, mains, conductors and other appliances shall be so located as not to injure unnecessarily any drains, sewers, catch basins, water pipes, pavements or other like public improvements, but should any drain, sewer, catch basin, water pipe, pavement or other like public improvement be injured by such location, the Grantee shall forthwith repair the damage caused by such injury to the satisfaction of the Committee

on Public Works, or such other duly authorized agent, and in default thereof the Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Grantee. The Grantee shall be subject to all reasonable regulations which may now or hereafter be prescribed by general ordinance of the Municipality with respect to the use of the public streets, alleys, avenues and other public places of the Municipality.

C. The Grantee shall indemnify, become responsible for and forever save harmless the Municipality from any and all judgments, damages, decrees, costs and expenses, including attorneys' fees, which the Municipality may legally suffer or incur, or which may be legally obtained against the Municipality, for or by reason of the use and occupation of any street, alley, avenue or other public place in the Municipality by the Grantee pursuant to the terms of this Ordinance or legally resulting from the exercise by the Grantee of any of the privileges herein granted, and as additional security therefor the Grantee shall, during the life of this Ordinance, keep on file with the Village Clerk of the Municipality a good and sufficient bond in the penal sum of Five Thousand Dollars (\$5,000), conditioned to protect and indemnify the Municipality as in this section provided, and said bond shall be subject to the approval of the Board of Trustees of the Municipality, and the Municipality shall have the right from time to time, whenever in the opinion of said Board of Trustees the same may be necessary, to require the Grantee to renew or provide additional or other security on said bond.

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

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

F. This Ordinance, if accepted by the Grantee as hereinabove provided, shall be in full force and effect on or after August 28, 1978, and from and after the effective date shall supersede, cancel, repeal and be in lieu of any and all other existing or prior grants of right, permission and authority by said Municipality to said Grantee or any predecessor companies or assignors of the Grantee to construct, operate and maintain any system for the distribution and sale of gas for fuel, heating, power, processing and any other purposes within the corporate limits of this Municipality, and this Ordinance shall likewise cancel all of the obligations under said existing or prior grants.

### 17.03 ELECTRIC FRANCHISE

A. That the right, permission and authority be and the same are hereby granted to COMMONWEALTH EDISON COMPANY, an Illinois corporation, its successors and assigns, (hereinafter referred to as the "Grantee"), to construct, operate and maintain in and through the VILLAGE OF BULL VALLEY, (hereinafter referred to as the "Municipality"), in the County of McHenry, and State of Illinois, for a term of fifty (50) years, a system for the production, transmission, distribution and sale of electricity for lighting, heating, power and other purposes within and outside the corporate limits of the Municipality, and to construct, operate and maintain all such poles, wires, conduits and other apparatus and equipment as may be necessary or convenient for such system in, upon, along, over, across, above and under each and all of the streets, alleys, avenues and other public places in the Municipality, subject to the conditions and regulations hereinafter set forth.

B. All poles and wires erected hereunder shall be placed in alleys wherever practicable so to do, and shall be so placed, whether on streets, alleys, avenues or other public places, as not to interfere unnecessarily with travel on such streets, alleys, avenues and other public places, and shall be erected under the supervision of the Committee on Public Works of the Municipality or such other duly authorized agent as the Board of Trustees of the Municipality may from time to time designate. All poles erected under this Ordinance shall be not less than twenty-five (25) feet in height, and shall be so located as not to injure unnecessarily any drains, sewers, catch basins, water pipes, pavements, or other like public improvements, but should any drain, sewer, catch basin, water pipe, pavement or other like public improvement be injured by such location, the Grantee shall forthwith repair the damage caused by such injury to the satisfaction of the Committee on Public Works of the Municipality, or such other duly authorized agent, and in default thereof the Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Grantee.

Said Committee on Public Works, or such other duly authorized agent of the Municipality, is hereby authorized and directed to call upon the Grantee to, and the Grantee may of its own accord cause the trees growing upon or overhanging all of the streets, alleys, avenues and other public places in the Municipality upon which electric light or power lines are erected hereunder, be trimmed from time to time in such manner that there shall be a proper clearance between the nearest wires on said lines and any portion of the trees. Said trees shall be so trimmed that none of the branches, twigs or leaves of said trees shall come in contact with or in any ways interfere with the wires or other equipment upon said lines. Said trees shall be trimmed under the supervision of said Committee on Public Works, or such other duly authorized agent of the Municipality, by and at the expense of the Grantee.

All abandoned poles shall be removed as soon as the use thereof is discontinued. All poles shall be set in straight lines so far as practicable, and all overhead wires, conductors and cables shall, so far as practicable, be kept at least eighteen (18) feet above the level of the ground.

The Municipality shall have the right to the use of one cross arm on the poles of the Grantee for the police and fire alarm service wires of the Municipality, provided that any such cross arms and wires of the Municipality shall be so placed and maintained by the Municipality, under the direction of the Grantee, as not to interfere with the wires of said Grantee.

The Grantee shall be subject to all reasonable regulations which may now or hereafter be prescribed by general ordinance of the Municipality with respect to the use of the public streets, alleys, avenues and other public places of the Municipality.

C. When at any time hereafter any house or building shall be moved by permission of the Municipality, or its proper officers, along, across or upon any of the streets, alleys, avenues or other public places of the Municipality, the Grantee, its successors and assigns, shall upon receiving written notice from the Municipality to that effect, and within twenty-four (24) hours after receiving such written notice, so cut, remove or adjust its said wires or poles that the same will in no way interfere with the moving of any such house or building, provided, however, that such cutting, removing and adjusting of said wires and poles shall be done at such time of the day or night as will least interfere with the public use by the Grantee of such wires and poles for the benefit of the inhabitants of the Municipality and the successful operation of the Grantee's electric light and power system. All questions as to the time when any of said wires and poles shall be so cut, removed or adjusted for the purpose aforesaid, shall be decided by the Municipality, or its proper officers, and such decision shall be final.

D. The Grantee shall indemnify, become responsible for, and forever save harmless the Municipality from any and all judgments, damages, decrees, costs and expenses, including attorneys' fees, which the Municipality may legally suffer or incur or which may be legally obtained against the Municipality for or by reason of the use and occupation of any street, alley, avenue or other public place in the Municipality by the Grantee pursuant to the terms of this Ordinance or legally resulting from the exercise by the Grantee of any of the privileges herein granted, and, as an additional security therefor, the Grantee shall, during the life of this Ordinance, keep on file with the Village Clerk of the Municipality a good and sufficient bond in the penal sum of Five Thousand Dollars (\$5,000) conditioned to protect and indemnify the Municipality as in this Section provided, and said bond shall be subject to the approval of the Board of Trustees of the Municipality, and the Municipality shall have the right from time to time, whenever in the opinion of the said Board of Trustees the same may be necessary, to require the Grantee to renew or provide additional or other security on said bond.

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



before the expiration of said period of thirty (30) days.

F. All provisions of this Ordinance which are obligatory upon, or which inure to the benefit of, said Commonwealth Edison Company shall be obligatory upon and shall inure to the benefit of any and all successors and assigns of said corporation; and the word "Grantee" wherever appearing in this Ordinance shall include and be taken to mean not only said Commonwealth Edison Company, but also each and all of such successors and assigns.

G. This Ordinance, if accepted by the Grantee as hereinabove provided, shall be in full force and effect on and after August 28, 1978, and shall from and after the effective date, supersede, cancel and be in lieu of any and all other existing or prior grants of right, permission and authority to said Grantee or any predecessor companies or assignors of the Grantee to construct, operate and maintain any system for the production, transmission, distribution and sale of electricity for lighting, heating, power and other purposes within this Municipality.

